

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCENTHEALTH LLC		05/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W Washington St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3734197	CONTEXTMEDIA	
Registration Number:	3690681	SEE YOU IN THE WAITING ROOM	
Registration Number:	4460795	OUTCOME	
Registration Number:	4287068	CONDITIONMATCH	
Registration Number:	4565139	ACCENTHEALTH	
Registration Number:	4704920	PAGE SCIENCE	
Registration Number:	4704921	PAGE MATCH	
Registration Number:	5409270	NEW PATIENT START PROGRAM	
Registration Number:	5558482	OUTCOME HEALTH	
Registration Number:	5558480	OUTCOME HEALTH	
Registration Number:	5563551		
Registration Number:	5558481	OUTCOME	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		

CH \$315.00 3734197

Address Line 1: 2001 K Street N.W.
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 698648.0002

NAME OF SUBMITTER: Brenda Love

SIGNATURE: /Brenda Love/

DATE SIGNED: 05/11/2019

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated May 9, 2019, is made by the Persons listed on the signature pages hereof (collectively the “Grantors”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent and collateral agent (in any such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, ContextMedia Health, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), OH Acquisition Blocker, LLC, a Delaware limited liability company (“Holdings”), Administrative Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Credit Agreement dated as of May 9, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Guarantee and Collateral Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Assets).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan

Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

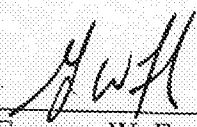
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ContextMedia Health, LLC,
as Grantor

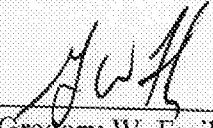
By: _____


Name: Gregory W. Freiberg
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AccentHealth LLC,
as Grantor

By: _____


Name: Gregory W. Freiberg
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006643 FRAME: 0426


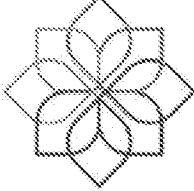
SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademarks

Mark	Reg. No.	Reg. Date	Current Owner
CONTEXTMEDIA ¹	3,734,197	01/05/10	AccentHealth LLC
SEE YOU IN THE WAITING ROOM	3,690,681	09/29/09	AccentHealth LLC
OUTCOME	4,460,795	01/07/14	ContextMedia Health, LLC d/b/a Outcome Health
CONDITIONMATCH	4,287,068	02/05/13	AccentHealth LLC
ACCENTHEALTH	4,565,139	07/08/14	AccentHealth LLC
PAGESCIENCE	4,704,920	03/17/15	AccentHealth LLC
PAGEMATCH	4,704,921	03/17/15	AccentHealth LLC
NEW PATIENT START PROGRAM	App. No. 87/383,784 Reg. No. 5409270	Filed 03/24/17 Reg. Date 02/20/18	ContextMedia Health, LLC a/k/a ContextMedia
OUTCOME HEALTH	App. No. 87/443,308 Reg. No. 5558482	Filed 05/09/17 Reg. Date 09/11/18	ContextMedia Health, LLC d/b/a Outcome Health

¹ Pending cancellation. This trademark was surrendered on January 17, 2019 and February 27, 2019.

<p>OUTCOME HEALTH</p> 	<p>App. No. 87/443,281</p> <p>Reg. No. 5558480</p>	<p>Filed 05/09/17</p> <p>Reg. Date 09/11/18</p>	<p>ContextMedia Health, LLC d/b/a Outcome Health</p>
	<p>App. No. 87/443,288</p> <p>Reg. No. 5563551</p>	<p>Filed 05/09/17</p> <p>Reg. Date 09/18/18</p>	<p>ContextMedia Health, LLC d/b/a Outcome Health</p>
<p>OUTCOME</p>	<p>App. No. 87/443,293</p> <p>Reg. No. 5558481</p>	<p>Filed 05/09/17</p> <p>Reg. Date 09/11/18</p>	<p>ContextMedia Health, LLC d/b/a Outcome Health</p>