

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SYMPHONY PERFORMANCE HEALTH, INC.		06/06/2019	Corporation: DELAWARE
SYMPHONY PERFORMANCE HEALTH HOLDINGS, INC.		06/06/2019	Corporation: DELAWARE
CLINICAL ANALYTICS CORP.		06/06/2019	Corporation: DELAWARE
STG M&M PARENT INC.		06/06/2019	Corporation: DELAWARE
MDDATACOR, LLC		06/06/2019	Limited Liability Company: DELAWARE
MERRIMAN PARENT, INC.		06/06/2019	Corporation: DELAWARE
MERRIMAN, INC.		06/06/2019	Corporation: DELAWARE
VOYANCE, LLC		06/06/2019	Limited Liability Company: CONNECTICUT
PATIENT SATISFACTION PLUS, LLC		06/06/2019	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	275 Grove Street, Suite 2-200
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4478346	GO SCORE CALCULATOR
<b>Registration Number:</b>	4478347	GO SCORE
<b>Registration Number:</b>	2794857	MDINSIGHT
<b>Registration Number:</b>	2738237	MD DATACOR
<b>Registration Number:</b>	4360839	EDGESURVEY

CH \$140.00 4478346

**CORRESPONDENCE DATA****Fax Number:** 7037607777*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.***Phone:** 617-648-4721**Email:** hcheng@mofo.com**Correspondent Name:** Stephen James Queenan**Address Line 1:** 200 Clarendon Street**Address Line 2:** Morrison & Foerster LLP**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	27292-1380
<b>NAME OF SUBMITTER:</b>	Stephen James Queenan
<b>SIGNATURE:</b>	/Stephen James Queenan/
<b>DATE SIGNED:</b>	06/06/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of June 6, 2019, by and among **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”), **SYMPHONY PERFORMANCE HEALTH, INC.**, a Delaware corporation (“**Symphony**”), **SYMPHONY PERFORMANCE HEALTH HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”), **CLINICAL ANALYTICS CORP.**, a Delaware corporation (“**CAC**”), **STG M&M PARENT INC.**, a Delaware corporation (“**STG**”), **MDDATACOR, LLC**, a Delaware limited liability company (“**MDDATACOR**”), **MERRIMAN PARENT, INC.**, a Delaware corporation (“**Parent**”), **MERRIMAN, INC.**, a Delaware corporation (“**Merriman**”), and **VOYANCE, LLC**, a Connecticut limited liability company (“**Voyance**”), each with its principal place of business located at 11605 Haynes Bridge Road, Suite 400, Alpharetta, Georgia 30009, and **PATIENT SATISFACTION PLUS, LLC**, a Georgia limited liability company with its principal place of business located at 1965 Evergreen Boulevard, Suite 100, Duluth, Georgia 30096 (“**PSP**”, and together with Symphony, Holdings, CAC, STG, MDDATACOR, Parent, Merriman, and Voyance, individually and collectively, jointly and severally, the “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and

under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SYMPHONY PERFORMANCE  
HEALTH, INC.

By: Amy D Amick  
Name: Amy Amick  
Title: President and CEO

SYMPHONY PERFORMANCE  
HEALTH HOLDINGS, INC.

By: Amy D Amick  
Name: Amy Amick  
Title: President and CEO

CLINICAL ANALYTICS CORP.

By: Amy D Amick  
Name: Amy Amick  
Title: President and CEO

MDDATA COR. LLC

By: Amy D Amick  
Name: Amy Amick  
Title: President and CEO

VOYANCE, LLC

By: Amy D Amick  
Name: Amy Amick  
Title: President and CEO

SIG M&M PARENT INC.

By: Amy D Anick  
Name: Amy Anick  
Title: President and CEO

MERRIMAN PARENT, INC.

By: Amy D Anick  
Name: Amy Anick  
Title: President and CEO

MERRIMAN, INC.

By: Amy D Anick  
Name: Amy Anick  
Title: President and CEO

PATIENT SATISFACTION PLUS, LLC

By: Amy D Anick  
Name: Amy Anick  
Title: President and CEO

BANK:

SILICON VALLEY BANK

By: Allison L. Cohen  
Name: Allison L. Cohen  
Title: Vice President



EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents

<u>Description</u>	Owner	<u>Patent Number</u>	<u>Registration Date</u>
Estimating Healthcare Outcomes for Individuals	Clinical Analytics Corp.	8224665	July 17, 2012
Healthcare Quality Measurement	Clinical Analytics Corp.	8538773	September 17, 2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Go Score Calculator	Clinical Analytics Corp.	4478346	February 4, 2014
Go Score	Clinical Analytics Corp.	4478347	February 4, 2014
MDinsight	MDdatacor, LLC	2794857	December 16, 2003
MD Datacor	MDdatacor, LLC	2738237	July 15, 2003
Edge Survey	Voyance, LLC	4360839	July 2, 2013

EXHIBIT D

Mask Works

N/A