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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRACTICE INSIGHT, LLC		06/11/2019	Limited Liability Company: TEXAS

### **RECEIVING PARTY DATA**

Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DR.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3892515	
Registration Number:	4916846	EDIINSIGHT
Registration Number:	4916847	EDIINSIGHT
Registration Number:	4916849	PI PRACTICE INSIGHT
Registration Number:	2891667	PRACTICE INSIGHT
Registration Number:	2853688	

### **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

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:** 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-150
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	06/11/2019

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# **Total Attachments: 5**source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif

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### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("<u>Agreement</u>"), dated as of June 11, 2019, by and among PRACTICE INSIGHT, LLC, a Texas limited liability company ("<u>Grantor</u>"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 29, 2016, by and among the Grantor, as borrower, the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor:

WHEREAS, pursuant to that certain Security Agreement, dated as of February 29, 2016, by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), to secure the payment and performance of the Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:
- (a) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule A annexed hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark: and

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- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule A annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A annexed hereto.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. GOVERNING LAW; COUNTERPARTS, WAIVER OF JURY TRIAL. Sections 12.9 (*Governing Law*), 12.12 (*Counterparts*) and 12.13 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date above first written.

PRACTICE INSIGHT, LLC, a Texas limited liability company

Name: Michael Coughlin

Title: Chief Financial Officer

Trademark Security Agreement (eSolutions)

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### ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LAC, as Administrative Agent

By: Name: Robert G. Nichscherer Title: Managing Director

Trademark Security Agreement (eSolutions)

**TRADEMARK** 

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# SCHEDULE A

# **Trademark Registrations and Trademark Applications**

Title	Application No.	Application Date	Registration No.	Registration Date
Miscellaneous Design	77/963,800	03/19/2010	3,892,515	12/21/2010
EDIINSIGHT	86/457,882	11/18/2014	4,916,846	03/15/2016
EDIINSIGHT & Design	86/457,898	11/18/2014	4,916,847	03/15/2016
EDI insight  © Practice Insight	86/457,926	11/18/2014	4,916,849	03/15/2016
PRACTICE INSIGHT	76/441,725	08/20/2002	2,891,667	10/05/2004
Miscellaneous Design	78/240,015	04/21/2003	2,853,688	

**RECORDED: 06/11/2019** 

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