

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterOperability Bidco, Inc.		06/25/2019	Corporation: DELAWARE
Corepoint Health, LLC		06/25/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3400000	NEOTOOL	
Registration Number:	3693871	COREPOINT HEALTH	
Registration Number:	3693725	CAREAGENT	
Registration Number:	4585256	COREPOINT OUTREACH MANAGER	
Registration Number:	4065877	COREPOINT ACTION POINTS	
Registration Number:	4065872	COREPOINT HEALTH	
Registration Number:	4065876	COREPOINT OPERATIONS MONITOR	
Registration Number:	4069660	COREPOINT COMMUNITY EXCHANGE	
Registration Number:	4069661	COREPOINT INTEGRATION ENGINE	
Registration Number:	2819165	NEOTOOL	
Registration Number:	2910269	RHAPSODY	
Serial Number:	88338566	COREPOINT ONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
TRADEMARK			

CH \$315.00 3400000

Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1150177-0007-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 06/25/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 25, 2019 (this “Trademark Security Agreement”), is made by each of the entities identified on the signature pages hereto as (each, a “Pledgor” and collectively, the “Pledgors”) in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Security Agreement, dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among InterOperability Bidco, Inc., a Delaware corporation (the “Borrower”), InterOperability Midco, LLC, a Delaware limited liability company (“Holdings”), certain other guarantors party thereto and other entities party thereto as a “Pledgor” from time to time party thereto and Owl Rock Capital Corporation, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, but in each case excluding any Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

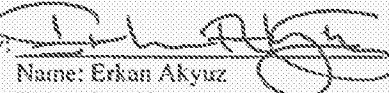
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (INCLUDING STATUTES OF LIMITATION) OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

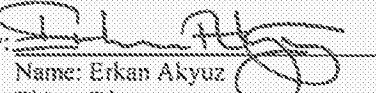
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTEROPERABILITY BIDCO, INC.
as Pledgor

By: 
Name: Erkan Akyuz
Title: President

COREPOINT HEALTH, LLC
as Pledgor

By: 
Name: Erkan Akyuz
Title: Director

[Signature Page to Trademark Security Agreement (Project Coral)]

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Project Coral)]

TRADEMARK
REEL: 006677 FRAME: 0663

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Corepoint Health, LLC	NEOTOOL and design	3,400,000
Corepoint Health, LLC	COREPOINT HEALTH	3,693,871
Corepoint Health, LLC	CAREAGENT	3,693,725
Corepoint Health, LLC	COREPOINT OUTREACH MANAGER	4,585,256
Corepoint Health, LLC	COREPOINT ACTION POINTS	4,065,877
Corepoint Health, LLC	COREPOINT HEALTH and design	4,065,872
Corepoint Health, LLC	COREPOINT OPERATIONS MANAGER	4,065,876
Corepoint Health, LLC	COREPOINT COMMUNITY EXCHANGE	4,069,660
Corepoint Health, LLC	COREPOINT INTEGRATION ENGINE	4,069,661
Corepoint Health, LLC	NEOTOOL	2,819,165
Interoperability Bidco, Inc.	RHAPSODY	2,910,269
Interoperability Bidco, Inc. ¹	RHAPSODY	4,677,029

¹ This mark has been assigned to Interoperability Bidco, Inc.; however, the assignment has not been recorded.

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Corepoint Health, LLC	COREPOINT ONE	88/338,566