

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENSEMBLE RCM, LLC		08/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	200 WEST STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	BANK: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4942183	ENSEMBLE HEALTH PARTNERS	
<b>Registration Number:</b>	5271088		
<b>Registration Number:</b>	5368211	ENSEMBLE HEALTH PARTNERS	
<b>Serial Number:</b>	87672504	RESULTS START HERE	
<b>Serial Number:</b>	87380604	ENSEMBLE IQ	
<b>Serial Number:</b>	88386217	EIQ	
<b>Serial Number:</b>	88386236	DENIAL IQ	
<b>Serial Number:</b>	88386244	PHYSICIAN IQ	
<b>Serial Number:</b>	88386259	AUDIT IQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6463046415		
<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>			
<b>Phone:</b>	2127013365		
<b>Email:</b>	luis.rodriquez@unitedcorporate.com		
<b>Correspondent Name:</b>	Elaine Carrera		
<b>Address Line 1:</b>	80 PINE STREET		
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005		

OP \$240.00 4942183

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/ELAINE CARRERA/
<b>DATE SIGNED:</b>	08/01/2019
<b>Total Attachments: 6</b> source=07. Ensemble - Trademark Security Agreement#page1.tif source=07. Ensemble - Trademark Security Agreement#page2.tif source=07. Ensemble - Trademark Security Agreement#page3.tif source=07. Ensemble - Trademark Security Agreement#page4.tif source=07. Ensemble - Trademark Security Agreement#page5.tif source=07. Ensemble - Trademark Security Agreement#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Ensemble RCM, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 1, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera  
Signature

August 1, 2019  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 1, 2019, by and among **ENSEMBLE RCM, LLC** ("Grantor") and **GOLDMAN SACHS BANK USA**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 1, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is 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, Grantor hereby agrees 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor 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 the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral").

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof). 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 the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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

ENSEMBLE RCM, LLC

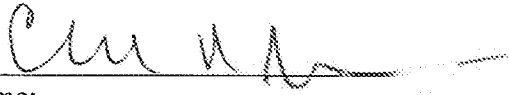
By: 

Name: Judson Ivy

Title: Chief Executive Officer

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Name: Charles D. Johnston  
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006709 FRAME: 0627**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner<sup>1</sup></u>
ENSEMBLE HEALTH PARTNERS	86/396,637	4,942,183	Ensemble RCM LLC
Arrow Design 	87/319,434	5,271,088	Ensemble RCM LLC
ENSEMBLE HEALTH PARTNERS & Design 	87/319,445	5,368,211	Ensemble RCM LLC
RESULTS START HERE	87/672,504	N/A	Ensemble RCM LLC
ENSEMBLE IQ	87/380,604	N/A	Ensemble RCM LLC
EIQ	88/386,217	N/A	Ensemble RCM LLC
DENIAL IQ	88/386,236	N/A	Ensemble RCM LLC
PHYSICIAN IQ	88/386,244	N/A	Ensemble RCM LLC
AUDIT IQ	88/386,259	N/A	Ensemble RCM LLC

<sup>1</sup> Current legal owner of all trademarks listed is “Ensemble RCM, LLC”. The company will update record ownership from “Ensemble RCM LLC” to “Ensemble RCM, LLC” at the United States Patent and Trademark Office.