

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EthiCare Advisors, Inc.		09/30/2019	Corporation: NEVADA
GlobalCare, Inc.		09/30/2019	Corporation: GEORGIA
HFN, LLC		09/30/2019	Limited Liability Company: ILLINOIS
PPO Plus, L.L.C.		09/30/2019	Limited Liability Company: LOUISIANA
Strenuus, LLC		09/30/2019	Limited Liability Company: DELAWARE
Zelis Claims Integrity, LLC		09/30/2019	Limited Liability Company: DELAWARE
Zelis Healthcare Corporation		09/30/2019	Corporation: DELAWARE
Zelis Network Solutions, LLC		09/30/2019	Limited Liability Company: GEORGIA
Zelis Payments, LLC		09/30/2019	Limited Liability Company: DELAWARE
Red-Card Systems, LLC		09/30/2019	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2671038	COALITION AMERICA
Registration Number:	2631186	CLAIMPASSXL
Registration Number:	5230383	CLAIMPASS
Registration Number:	1392718	HFN
Registration Number:	1379787	HFN
Registration Number:	2478085	ROLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2302824	COP
Registration Number:	2655575	ROCS
Registration Number:	5307279	CLAIMFLOW
Registration Number:	3659937	EMDNET
Registration Number:	5158876	ERS
Registration Number:	5131572	ESTABLISHED REIMBURSEMENT SCHEDULE
Registration Number:	5841520	INTELLIGENT CLAIMS ROUTING PLATFORM
Registration Number:	4721807	MEDICAL CLAIMS SETTLEMENT SPECIALISTS
Registration Number:	5568413	PROVIDER360
Registration Number:	5184417	STAR
Registration Number:	5144552	STRATIFIED, TARGETED, ANALYTICS, RESULTS
Registration Number:	4365380	PHX A COST MANAGEMENT COMPANY
Registration Number:	4369223	PAY-PLUS SOLUTIONS
Registration Number:	4954069	SELECT
Registration Number:	4949269	SELECT+
Registration Number:	5079887	VIRTUAL REIMBURSEMENT ACCOUNT
Registration Number:	4964099	VRA
Registration Number:	4954070	
Registration Number:	2693879	STRENUUS
Registration Number:	3217911	NETWORK360
Registration Number:	4554825	PROVIDER NEXUS
Registration Number:	4536398	ACTIVEMATCH
Registration Number:	4134138	TRUEDISRUPTION
Registration Number:	3732737	RED CARD
Registration Number:	4922600	DOCS
Registration Number:	5588281	EPISODIC EOB
Serial Number:	88072759	MADGAEN
Serial Number:	87106524	SUPER REMIT
Serial Number:	86805838	FILE INTEGRATION AND TRANSLATION SYSTEM(
Serial Number:	86805813	DELIVERY CHANNEL MANAGEMENT
Serial Number:	86805800	DCM
Serial Number:	88362575	FITS MANAGER
Serial Number:	88392120	FORTIFI HEALTH

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1135417 TM

NAME OF SUBMITTER: Jonathan Larson

SIGNATURE: /Jonathan Larson/

DATE SIGNED: 09/30/2019

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of September 30, 2019 (this "Agreement"), is made by Zelis Network Solutions, LLC a Georgia limited liability company, HFN, LLC, an Illinois limited liability company, PPO Plus, L.L.C., a Louisiana limited liability company, GlobalCare, Inc., a Georgia corporation, Zelis Healthcare Corporation, a Delaware corporation, Ethicare Advisors, Inc., a Nevada corporation, Zelis Claims Integrity, LLC, a Delaware limited liability company, Zelis Payments, LLC, a Delaware limited liability company, Strenuus, LLC, a Delaware limited liability company and Red-Card Systems, LLC, a Missouri limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among ZELIS PAYMENTS INTERMEDIATE II, INC., a Delaware corporation ("Holdings I"), ZELIS COST MANAGEMENT INTERMEDIATE II, INC., a Delaware corporation ("Holdings II"), ZELIS PAYMENTS BUYER, INC., a Delaware corporation ("Borrower I"), ZELIS COST MANAGEMENT BUYER, INC., a Delaware corporation (the "Borrower Representative"), and, together with Co-Borrower I, the "Borrowers"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as the Administrative Agent, the Collateral Agent, a Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings I, Holdings II, the Borrowers and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings I, Holdings II, the Borrower and any Subsidiaries of the Borrowers that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of September 30, 2019 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit to Holdings I, Holdings II, the Borrowers and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings I, Holdings II, the Borrowers and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise)of the Obligations, but excluding the Excluded Property.

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such “intent to use” Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTORS:

**ETHICARE ADVISORS, INC.
GLOBALCARE, INC.
HFN, LLC
PPO PLUS, L.L.C.
STRENUUS, LLC
ZELIS CLAIMS INTEGRITY, LLC
ZELIS HEALTHCARE CORPORATION
ZELIS NETWORK SOLUTIONS, LLC
ZELIS PAYMENTS, LLC**

By: 
Name: Douglas E. Klinger
Title: Chief Executive Officer

RED-CARD SYSTEMS, LLC

By: _____
Name: Eric J. Schaefer
Title: President

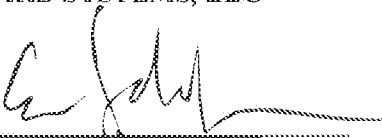
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTORS:

**ETHICARE ADVISORS, INC.
GLOBALCARE, INC.
HFN, LLC
PPO PLUS, L.L.C.
STRENUUS, LLC
ZELIS CLAIMS INTEGRITY, LLC
ZELIS HEALTHCARE CORPORATION
ZELIS NETWORK SOLUTIONS, LLC
ZELIS PAYMENTS, LLC**

By: _____
Name: Douglas E. Klinger
Title: Chief Executive Officer

RED-CARD SYSTEMS, LLC

By: 
Name: Eric J. Schaefer
Title: President

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent



By: _____

Name: Graham T. Robertson

Title: Authorized Signatory



[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006758 FRAME: 0554

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Reg. No	Serial No.	Reg. Date	Filing Date	Owner of Record
Coalition America	2,671,038	76138298	January 7, 2003	September 28, 2000	Zelis Network Solutions, LLC
CLAIMPASSXL	2,631,186	76303410	October 8, 2012	August 22, 2001	Zelis Network Solutions, LLC
CLAIMPASS	5,230,383	86867264	June 27, 2017	January 6, 2016	Zelis Network Solutions, LLC
HFN (Drawing)	1,392,718	73544246	May 6, 1986	June 21, 1985	HFN, Inc.
HFN (Words Only)	1,379,787	73544245	January 21, 1986	June 21, 1985	HFN, Inc.
ROLE	2,478,085	76120550	August 14, 2001	August 14, 2001	HFN, Inc.
COP	2,302,824	75460039	December 21, 1999	April 1, 1998	HFN, Inc.
Rocs	2,655,575	76120563	December 3, 2002	August 31, 2000	HFN, Inc.
STRATOSE	Louisiana State Trademark 651302		April 17, 2014		PPO Plus, LLC
CLAIMFLOW	5307279	86867275	October 10, 2017	January 6, 2016	Zelis Network Solutions, LLC
EMDNET	3659937	77453824	July 28, 2009	April 21, 2008	GlobalCare, Inc.
ERS	5158876	86867519	March 14, 2017	January 6, 2016	Zelis Network Solutions, LLC
ESTABLISHED REIMNURSEMENT SCHEDULE	5131572	86867526	January 31, 2017	January 6, 2016	Zelis Network Solutions, LLC
INTELLIGENT CLAIMS ROUTING PLATFORM	5841520	88386736	April 15, 2019	August 20, 2019	Zelis Healthcare Corporation
MADGAEN	88072759		August 9, 2018		Zelis Healthcare Corporation
MEDICAL CLAIMS SETTLEMENT SPECIALISTS	4721807	86285684	April 14, 2015	May 19, 2014	EthiCare Advisors, Inc.
PROVIDER360	5568413	87571957	September 25, 2018	August 16, 2017	Zelis Network Solutions, LLC
STAR	5184417	86867287	April 18, 2017	January 6, 2016	Zelis Network Solutions, LLC
STRATEFIED, TARGETED,	5144552	86867293	February 21, 2017	January 6, 2016	Zelis Network Solutions, LLC

Mark	Reg. No	Serial No.	Reg. Date	Filing Date	Owner of Record
ANALYTICS, RESULTS					
	4365380	85462232	July 9, 2013	Nov. 02, 2011	Zelis Claims Integrity, Inc.
PAY-PLUS SOLUTIONS	4369223	85430846	July 13, 2012	September 23, 2011	Zelis Payments, Inc.
Select+ Design	4954069	86595527	May 10, 2016	April 13, 2015	Zelis Payments, Inc.
Select+	4949269	86564382	May 3, 2016	March 15, 2015	Zelis Payments, Inc.
VIRTUAL REIMBURSEMENT ACCOUNT	5079887	86773580	November 8, 2016	September 30, 2015	Zelis Payments, Inc.
VRA	4964099	86773510	May 24, 2016	September 30, 2015	Zelis Payments, Inc.
	4954070	86595547	May 10, 2016	April 13, 2015	Zelis Payments, Inc.
STRENUUS	2,693,879	76152000	March 4, 2003	October 23, 2000	Strenuus LLC
NETWORK360	3,217,911	78887949	March 13, 2007	May 19, 2006	Strenuus LLC
PROVIDER NEXUS	4,554,825	86027499	June 24, 2014	August 2, 2013	Strenuus LLC
ACTIVEMATCH	4,536,398	86027747	May 27, 2014	August 2, 2013	Strenuus LLC
TRUEDISRUPTION	4,134,138	85266915	May 1, 2012	March 15, 2011	Strenuus LLC
RED CARD	3732737	77977721	December 29, 2009	August 22, 2007	Red-Card Systems, LLC
DOCS	4922600	86718868	March 22, 2016	Aug. 07, 2015	Red-Card Systems, LLC
SUPER REMIT		87106524		July 17, 2016	Red-Card Systems, LLC
EPISODIC EOB	5588281	87619782	October 16, 2018	September 23, 2017	Red-Card Systems, LLC
FILE INTEGRATION AND TRANSLATION SYSTEM (FITS)		86805838		October 31, 2015	Red-Card Systems, LLC
DELIVERY CHANNEL MANAGEMENT		86805813		October 31, 2015	Red-Card Systems, LLC
DCM		86805800		October 31, 2015	Red-Card Systems, LLC
FITS MANAGER in CL 4		88362575		March 29, 2019	Red-Card Systems, LLC

Mark	Reg. No	Serial No.	Reg. Date	Filing Date	Owner of Record
FORTIFI HEALTH		88392120		April 8, 2019	Red-Card Systems, LLC