

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDUSIND INC., as a Grantor		10/04/2019	Corporation: FLORIDA
MEDUSIND SOLUTIONS INC., as a Grantor		10/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation, as Collateral Agent		
Street Address:	360 LEXINGTON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4323463	BA BILAMERICA A MEDUSIND GROUP COMPANY	
Registration Number:	4837432	MEDCLARITY	
Registration Number:	4609211	SENSIBILL	
Registration Number:	5821649	MEDCLARITY	
Registration Number:	4914901	PRACTICEGENIE	
Registration Number:	3605695	SENSIBILL	
Registration Number:	4249620	BILAMERICA INC.	
Registration Number:	4249621	BILAMERICA INC.	
Registration Number:	4914902	PRACTICEGENIE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 4323463

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Corenda R. Lewis
SIGNATURE:	/Corenda R. Lewis/
DATE SIGNED:	10/09/2019
Total Attachments: 8 source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page1.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page2.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page3.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page4.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page5.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page6.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page7.tif source=Medusind - Coversheet & Trademark Security Agreement, dated October 4, 2019#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of October 4, 2019, is made by Medusind Inc., a Florida corporation (“Medusind”) and Medusind Solutions Inc., a Delaware corporation (“Medusind Solutions” and together with Medusind, “Grantor”), in favor of **WEBSTER BUSINESS CREDIT CORPORATION**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 4, 2019, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, none of the Trademark Collateral shall include any Excluded Asset (as defined in the Pledge and Security Agreement).

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. The security interest granted hereby has been granted to Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions

thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


7. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, any obligation of any Grantor hereunder with respect to the delivery or control of any Collateral that constitutes Term Loan Priority Collateral (as defined in the Intercreditor Agreement) shall be deemed to be satisfied if such Grantor delivers or provides control of such Term Loan Priority Collateral to the Term Loan Agent (as defined in the Intercreditor Agreement) in accordance with the requirements of the corresponding provision of the applicable Term Loan Document. Any representation, warranty, covenant or other obligation of any Grantor hereunder to create a "first priority" security interest in any Collateral that constitutes Term Loan Priority Collateral shall be first priority other than any Lien in favor of the Term Loan Agent.


[Signature pages follow]

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


MEDUSIND INC., as a Grantor

By: 
Name: Dhiren Kapadia
Title: Chief Financial Officer

MEDUSIND SOLUTIONS INC., as a Grantor

By: 
Name: Dhiren Kapadia
Title: Chief Financial Officer

WEBSTER BUSINESS CREDIT
CORPORATION, as Collateral Agent

By: 
Name: Arthur Kim
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Medusind Inc.		4323463	April 23, 2013	85692239	August 01, 2012
Medusind Inc.	MEDCLARITY	4837432	October 20, 2015	86172390	January 22, 2014
Medusind Inc.	SENSIBILL	4609211	September 23, 2014	86190324	February 11, 2014
Medusind Inc.		5821649	July 30, 2019	88270911	January 22, 2019
Medusind Solutions Inc.		4914901	March 08, 2016	86461561	November 21, 2014
Medusind Inc.		3605695	April 14, 2009	77563493	September 05, 2008
Medusind Inc.		4249620	November 27, 2012	85584611	March 30, 2012
Medusind Inc.	BILAMERICA INC.	4249621	November 27, 2012	85584623	March 30, 2012
Medusind Solutions Inc.	PRACTICEGENIE	4914902	March 08, 2016	86461566	November 21, 2014

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.