

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDCO Health Information Solutions Inc.		11/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3899888	EDCO	
Registration Number:	2285304	EDCO THE DOCUMENT PEOPLE	
Registration Number:	2750352	EXPRESS IMAGE	
Registration Number:	3775780	SOLARITY	
Registration Number:	2305241	SOLCOM	
Registration Number:	4410236	THE POWER IS NOW IN YOUR HANDS.	
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>			
Email:	YYang@mayerbrown.com		
Correspondent Name:	Ying-Zi Yang		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	19633395		
NAME OF SUBMITTER:	Ying-zi yang		
SIGNATURE:	/Ying-Zi Yang/		

CH \$165.00 3899888

DATE SIGNED:	11/05/2019
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Total Attachments: 6

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- source=Madison-EDCO - Trademark Security Agreement [Execution Version]#page3.tif
- source=Madison-EDCO - Trademark Security Agreement [Execution Version]#page4.tif
- source=Madison-EDCO - Trademark Security Agreement [Execution Version]#page5.tif
- source=Madison-EDCO - Trademark Security Agreement [Execution Version]#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2019, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Madison Capital Funding LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2019 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, supplemented, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alios, EDCO Health Information Solutions Inc., a Missouri corporation (the "Borrower") and BV EC Buyer, Inc., a Delaware corporation, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 1, 2019, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), that it is liable for the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Collateral of the Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks and material IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

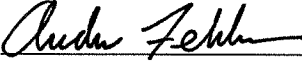
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

EDCO HEALTH INFORMATION
SOLUTIONS INC.

as Grantor

By: 

Name: Andrew Fehlman

Title: CEO and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006788 FRAME: 0903

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Jeff Karczynski
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006788 FRAME: 0904

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark/Name	Registration Number	Registration Date	Owner
EDCO	3899888	1/4/2011	EDCO Health Information Solutions Inc.
EDCO THE DOCUMENT PEOPLE	2285304	10/12/1999	EDCO Health Information Solutions Inc.
EXPRESS IMAGE	2750352	8/12/2003	EDCO Health Information Solutions Inc.
SOLARITY	3775780	4/13/2010	EDCO Health Information Solutions Inc.
SOLCOM	2305241	1/4/2000	EDCO Health Information Solutions Inc.
THE POWER IS NOW IN YOUR HANDS	4410236	10/1/2013	EDCO Health Information Solutions Inc.