

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551233

<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>
HEALTHCARE BILLING SYSTEMS, LLC		11/27/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	111 S. WACKER DRIVE		
<b>Internal Address:</b>	36TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88466770	DUVASAWKO	
<b>Serial Number:</b>	88466822	DUVA SAWKO EM BILLING & MANAGEMENT SOLUT	
<b>Serial Number:</b>	86757160	DUVA SAWKO EM BILLING & MANAGEMENT SOLUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/		
<b>DATE SIGNED:</b>	11/27/2019		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 27<sup>th</sup> day of November, 2019, by HEALTHCARE BILLING SYSTEMS, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for all Lenders party to the Credit Agreement (in such capacity, "Grantee"):

### **W I T N E S S E T H**

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Grantee; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Grantee hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any Excluded Property:

- (a) all Trademarks, including any of the foregoing referred to on Schedule A hereto; and
- (b) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and


construed in accordance with, the laws of the State of New York, without regard to conflict of law provisions thereof.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

**- Remainder of Page Intentionally Left Blank; Signature Pages Follow -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HEALTHCARE BILLING SYSTEMS, LLC,**  
a Delaware limited liability company

By:   
Name: Aaron Habriga  
Its: Treasurer

Trademark Security Agreement



**TRADEMARK**  
**REEL: 006805 FRAME: 0536**

Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Name: Drew Guyette  
Title: Chief Credit Officer

**SCHEDULE A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
DUVASAWKO	U.S.	88466770 10-JUN-2019	—
DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS & Design (black & white)  	U.S.	88466822 10-JUN-2019	—
DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS & Design (color)  	U.S.	86757160 15-SEP-2015	4982083 21-JUN-2016
DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS & Design	U.S. State Florida	—	T15000001013 17-SEP-2015