

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MNG Health LLC		12/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Private Bank: UTAH		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	5268171	SALES NEWSCHANNEL	
Registration Number:	5268170	HCP RESPONSE NEWSCHANNEL	
Registration Number:	5268169	MANAGED CARE NEWSCHANNEL	
Registration Number:	5178533	MARKETINGDIRECT	
Registration Number:	5214113	EVENTDIRECT	
Registration Number:	5214112	COMMUNITYDIRECT	
Registration Number:	5217319	ENGINEERED TO ENGAGE	
Registration Number:	5092365	MNG DIRECT	
Registration Number:	5092245	MNG DIRECT	
Registration Number:	4875117	SPEAKERDIRECT	
Registration Number:	4744817	METANEXGEN	
Registration Number:	4294884	NEXGEN RXMARKETING	
Registration Number:	4233542	DIRECTCONNECTRX	
Registration Number:	4217781	ADVISORDIRECT	
Registration Number:	4193685	TRAININGDIRECT	
Registration Number:	4193596	MEETINGDIRECT	
Registration Number:	4273577	ACCESSMAIL	
Registration Number:	4265910	PATENTPLANNER	
TRADEMARK			

CH \$940.00 5268171

Property Type	Number	Word Mark
Registration Number:	4298740	BRANDBEACON
Registration Number:	4180266	MOTIONVIEW
Registration Number:	4143697	WRITERESPONSE
Registration Number:	3965804	METAPHARM INFORMATION. INSIGHT. IMPACT.
Registration Number:	4119040	REPSTART
Registration Number:	4016619	PROMOREVIEW
Registration Number:	4016620	SAMPLEWIZARD
Registration Number:	4016611	RX ACCELERATOR
Registration Number:	4016613	REPMAIL
Registration Number:	4016614	FIELD GUIDE
Registration Number:	4016615	PAYERGUIDE
Registration Number:	3856093	TARGET NEWSCHANNEL
Registration Number:	3564212	FIELD NEWSCHANNEL
Registration Number:	3564218	SPEAKER LIBRARY NEWSCHANNEL
Registration Number:	3536595	IDEA NETWORK NEWSCHANNEL
Registration Number:	3595781	ATTENDEE NEWSCHANNEL
Registration Number:	3595782	PAYOR NEWSCHANNEL
Registration Number:	3616846	SPEAKER NEWSCHANNEL
Registration Number:	3595783	INSTITUTIONAL NEWSCHANNEL

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	103364
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/16/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 16, 2019, is made by **MNG HEALTH LLC** (“Borrower” and “Grantor”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among MNG Health LLC, as Borrower, the financial institution(s) listed on the signature pages thereof and their respective successors and permitted assigns (collectively, “Lenders”) and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, the Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, the Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (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. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto 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 Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MNG HEALTH LLC, as Grantor

B. 

Name Stephen Ross

Title Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name DANIEL MARESCA
Title: Authorized Signatory

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006816 FRAME: 0858

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Title	Filing Jurisdiction	Registration Date	Registration Number
SALES NEWSCHANNEL	US	08/15/17	5268171
HCP RESPONSE NEWSCHANNEL	US	08/15/17	5268170
MANAGED CARE NEWSCHANNEL	US	08/15/17	5268169
MARKETINGDIRECT	US	04/4/2017	5178533
EVENTDIRECT	US	05/30/2017	5214113
COMMUNITYDIRECT	US	05/30/2017	5214112
ENGINEERED TO ENGAGE	US	06/6/2017	5217319
MNG DIRECT	US	11/29/2016	5092365
MNG DIRECT	US	11/29/2016	5092245
SPEAKERDIRECT	US	12/22/2015	4875117
METANEXGEN	US	5/26/2015	4744817
NEXGEN RXMARKETING	US	02/26/2013	4294884
DIRECTCONNECTRX	US	10/30/2012	4233542
ADVISORDIRECT	US	10/02/2012	4217781
TRAININGDIRECT	US	08/21/2012	4193685
MEETINGDIRECT	US	08/21/2012	4193596
ACCESSMAIL	US	01/08/2013	4273577
PATENTPLANNER	US	12/25/2012	4265910
BRANDBEACON	US	03/05/2013	4298740
MOTIONVIEW	US	07/24/2012	4180266
WRITERESPONSE	US	05/15/2012	4143697
METAPHARM INFORMATION. INSIGHT. IMPACT.	US	05/24/2011	3965804
REPSTART	US	03/27/2012	4119040
PROMOREVIEW	US	08/23/2011	4016619
SAMPLEWIZARD	US	08/23/2011	4016620
RX ACCELERATOR	US	08/23/2011	4016611
REPMAIL	US	08/23/2011	4016613

FIELD GUIDE	US	08/23/2011	4016614
PAYERGUIDE	US	08/23/2011	4016615
TARGET NEWSCHANNEL	US	10/05/2010	3856093
FIELD NEWSCHANNEL	US	01/20/2009	3564212
SPEAKER LIBRARY NEWSCHANNEL	US	01/20/2009	3564218
IDEA NETWORK NEWSCHANNEL	US	11/25/2008	3536595
ATTENDEE NEWSCHANNEL	US	03/24/2009	3595781
PAYOR NEWSCHANNEL	US	03/24/2009	3595782
SPEAKER NEWSCHANNEL	US	05/05/2009	3616846
INSTITUTIONAL NEWSCHANNEL	US	03/24/2009	3595783

2. TRADEMARK APPLICATIONS

None.