

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
81QD LLC		12/18/2019	Limited Liability Company: DELAWARE
Medical Knowledge Group LLC		12/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC		
Street Address:	600 Lexington Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5195118	TARGET REACH	
Registration Number:	5012326	81QD	
Registration Number:	5139979	MEI MEDICAL EXCHANGE INTERNATIONAL	
Registration Number:	5139980	ACUITY DATA SOLUTIONS	
Registration Number:	5389090	SYNAPSE MEDICAL COMMUNICATIONS	
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, ecarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$140.00 5195118

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/18/2019
Total Attachments: 8 source=09. MKG - Trademark Security Agreement#page1.tif source=09. MKG - Trademark Security Agreement#page2.tif source=09. MKG - Trademark Security Agreement#page3.tif source=09. MKG - Trademark Security Agreement#page4.tif source=09. MKG - Trademark Security Agreement#page5.tif source=09. MKG - Trademark Security Agreement#page6.tif source=09. MKG - Trademark Security Agreement#page7.tif source=09. MKG - Trademark Security Agreement#page8.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. 81QD LLC
- 2. Medical Knowledge Group LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 18, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ICG Debt Administration LLC

Street Address: 600 Lexington Avenue, 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule 1

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 18, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 18, 2019 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and ICG DEBT ADMINISTRATION LLC, in its capacity as collateral agent for the Purchasers (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of December 18, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time on or prior to the date hereof, the “**Note Purchase Agreement**”), among, prior to the consummation of the Closing Date Acquisition, CSC MKG Merger Sub LLC, a Delaware limited liability company, upon and after the consummation of the Closing Date Acquisition, MKG Holdco LLC, a Delaware limited liability company, as the successor entity pursuant to the Initial Issuer Assumption, upon and after the consummation of the Post-Closing Reorganization, Medical Knowledge Group LLC, a Delaware limited liability company, as the successor entity pursuant to the Restructuring Issuer Assumption, Holdings, the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Purchasers, and Collateral Agent, Purchasers have agreed to purchase Notes pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Purchasers are willing to purchase Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement, defined below), that certain Security Agreement dated as of December 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Note Purchase Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Creditors, a valid and continuing second priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations and Trademark applications set forth on Schedule 1 hereto;

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other Secured Creditors, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Collateral Agent concurrently with the delivery of the quarterly financial statements pursuant to Section 8.6(b) of the Note Purchase Agreement (in accordance with Section 4(j) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally (but Collateral Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Collateral Agent and the other Secured Creditors hereunder, to the benefit of Collateral Agent and the other Secured Creditors and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Note Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Note Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Note Document refer to this Trademark Security Agreement or such other Note Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Note Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Note Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Note Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Note Purchase Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Note Document shall be satisfied by the transmission of a record, and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. INTERCREDITOR AGREEMENT GOVERNS. Anything herein to the contrary notwithstanding, the Liens and security interests securing the Obligations evidenced by this

Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement, dated as of December 18, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Midcap Financial Trust, as First Lien Agent (as defined therein), and ICG Debt Administration LLC, as Second Lien Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

GRANTORS:

81QD LLC, a Delaware limited liability company,
as a Grantor

By: 

Name: David Nguyen

Title: Vice President and Treasurer

MEDICAL KNOWLEDGE GROUP LLC, a Delaware limited liability company,
as a Grantor

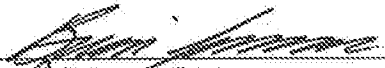
By: 

Name: David Nguyen

Title: Vice President and Treasurer





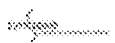
ACCEPTED AND ACKNOWLEDGED:

ICG DEBT ADMINISTRATION LLC,
as Collateral Agent

By: 
Name: Brian Spennel
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
Medical Knowledge Group LLC	United States of America		5195118	5/02/2017
Medical Knowledge Group LLC	United States of America		5012326	8/02/2016
Medical Knowledge Group LLC	United States of America		5139979	2/14/2017
Medical Knowledge Group LLC	United States of America		5139980	2/14/17
Medical Knowledge Group LLC	United States of America		5389090	1/30/2018