

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556575

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|------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECOND LIEN SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| CompAlliance, LLC | | 01/08/2020 | Limited Liability Company: MISSOURI |
| Excel Managed Care & Disability Services, Inc. | | 01/08/2020 | Corporation: CALIFORNIA |
| CompResults, LLC | | 01/08/2020 | Limited Liability Company: MISSOURI |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Jefferies Finance LLC |
| Street Address: | 520 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|-----------------------------|---------|--------------|
| Registration Number: | 5915557 | FIRSTNURSE |
| Registration Number: | 4209495 | NURSENOW |
| Registration Number: | 3700579 | EMANAGEDCARE |
| Registration Number: | 1843850 | COMPRESULTS |

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 40711-4-RFS

TRADEMARK

| | |
|--|-------------|
| NAME OF SUBMITTER: | Rob Soneson |
| SIGNATURE: | /rsoneson/ |
| DATE SIGNED: | 01/08/2020 |
| Total Attachments: 5 source=Second Lien Trademark Security Agreement - Mitchell - 1-8-20#page1.tif source=Second Lien Trademark Security Agreement - Mitchell - 1-8-20#page2.tif source=Second Lien Trademark Security Agreement - Mitchell - 1-8-20#page3.tif source=Second Lien Trademark Security Agreement - Mitchell - 1-8-20#page4.tif source=Second Lien Trademark Security Agreement - Mitchell - 1-8-20#page5.tif | |

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 8, 2020, is made by CompAlliance, LLC, a Missouri limited liability company, Excel Managed Care & Disability Services, Inc., a California corporation and CompResults, LLC, a Missouri limited liability company (each a “Grantor”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended by Amendment No. 1, dated as of October 31, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MIH PARENT, INC., a Nevada corporation (“Holdings”), MITCHELL INTERNATIONAL, INC., a Delaware corporation (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”), KKR LOAN ADMINISTRATION SERVICES LLC, as the administrative agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 1, 2017, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each 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 the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

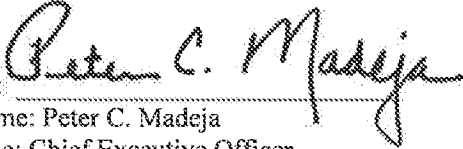
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

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.

CompAlliance, LLC
Excel Managed Care & Disability Services, Inc.
CompResults, LLC,
each as a Grantor

By: 
Name: Peter C. Madeja
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006833 FRAME: 0756

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|--|----------------------------|------------------|
| CompAlliance, LLC | 5915557 | FIRSTNURSE |
| CompAlliance, LLC | 4209495 | NURSENOW |
| Excel Managed Care & Disability Services, Inc. | 3700579 | EMANAGEDCARE |
| CompResults, LLC | 1843850 | COMPRESULTS |