

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lumere, Inc.	FORMERLY PROCURED, INC.	03/12/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4819020	PROCURED
Registration Number:	4716914	PROCURED HEALTH
Registration Number:	5891883	LUMERE
Registration Number:	5634246	LUMERE
Registration Number:	5623937	LUMERE
Registration Number:	5891884	LUMERE
Registration Number:	5891885	LUMERE
Registration Number:	5634249	LUMERE
Registration Number:	5623943	LUMERE
Registration Number:	5891886	LUMERE
Registration Number:	5904318	LUMERE
Registration Number:	5898234	LUMERE

CORRESPONDENCE DATA

Fax Number:

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.

OP \$315.00 4819020

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1198456 TM 2L

NAME OF SUBMITTER: MACKENZIE KORF

SIGNATURE: /MACKENZIE KORF/

DATE SIGNED: 03/12/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 12, 2020, is made by Lumere, Inc. (f/k/a Procured, Inc.), a Delaware corporation (the “Grantor”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including by the Joinder Agreement, dated as of January 13, 2020, among the Parent, the Borrower, Ares Capital Corporation and the other parties thereto, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), GHX Ultimate Parent Corporation, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor has entered into that certain Agreement and Plan of Merger, dated as of December 24, 2019, among the Grantor, Global Healthcare Exchange, Inc., a Delaware corporation (“Buyer”), Alta Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and Fortis Advisors LLC, a Delaware limited liability company, solely in its capacity as the representative of the equity holders, pursuant to which Merger Sub merged with and into the Grantor with the Grantor surviving the merger as a wholly owned subsidiary of the Buyer;

WHEREAS, Buyer is a wholly owned subsidiary of the Borrower;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a Second Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with all amendments, restatements, supplements or other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has entered into Supplement No. 1 to the Security Agreement, dated the date hereof, between the Grantor and the Collateral Agent (“Supplement No. 1 to the Security Agreement”), pursuant to which the Grantor has joined the Security Agreement as a “Grantor”; and

WHEREAS, pursuant to Supplement No. 1 to the Security Agreement, the Grantor has granted to the 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 Trademarks, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, 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, as applicable.
2. Grant of Security Interest. The 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 and that are listed on Schedule A hereto, including the goodwill symbolized thereby (the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of such Grantor's "intent to use" such Trademarks will not be deemed to be Trademark Collateral prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a current assignment of any trademark or trademark application, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.
3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to Supplement No. 1 to the Security Agreement and the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and Supplement No. 1 to 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 Supplement No. 1 to the Security Agreement or the Security Agreement, the terms of Supplement No. 1 to the Security Agreement or the Security Agreement, as applicable, shall govern.
4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

[SIGNATURE PAGES FOLLOW]

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.

LUMERE, INC.,
as Grantor

By: 
Name: Rob Gaspie
Title: Treasurer & VP

ARES CAPITAL CORPORATION,
as Collateral Agent

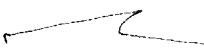
By: _____
Name:
Title:

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.

LUMERE, INC.,
as Grantor

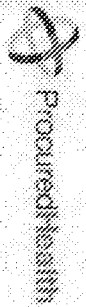
By: _____
Name:
Title:






ARES CAPITAL CORPORATION,
as Agent

By:  _____
Name: Scott Lem
Title: Authorized
Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
PROCURED	Procured, Inc.	86/295,998	5/30/2014	4819020	9/22/2015
	Procured, Inc.	85/826,159	1/17/2013	4716914	4/7/2015
LUMERE (35)	Lumere, Inc.	87/668,088	11/1/2017	5891883	10/22/2019
LUMERE (36)	Lumere, Inc.	87/668,099	11/1/2017	5634246	12/18/2018
LUMERE (41)	Lumere, Inc.	87/688,131	11/1/2017	5623937	12/4/2018
LUMERE (42)	Lumere, Inc.	87/668,144	11/1/2017	5891884	10/22/2019

Trademark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
(35) 	Lumere, Inc.	87/668,542	11/1/2017	5891885	10/22/2019
(36) 	Lumere, Inc.	87/668,549	11/1/2017	5634249	12/18/2018
(41) 	Lumere, Inc.	87/668,557	11/1/2017	5623943	12/4/2018
(42) 	Lumere, Inc.	87/668,572	11/1/2017	5891886	10/22/2019
LUMERE (9)	Lumere, Inc.	87/981,997	11/1/2017	5904318	11/5/2019
(9) 	Lumere, Inc.	87/981,982	11/1/2017	5898234	10/29/2019

TRADEMARK

REEL: 006890 FRAME: 0280

RECORDED: 03/12/2020