

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthedge Software, Inc.		04/09/2020	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: 6			
Property Type	Number	Word Mark	
Serial Number:	78741944	HEALTHEDGE	
Serial Number:	78742254	HEALTHRULES	
Serial Number:	87572426	H	
Serial Number:	87572439	H	
Serial Number:	87572430	H	
Serial Number:	88771176	H HEALTHEDGE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0135		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		

CH \$165.00 78741944

DATE SIGNED:	04/09/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 9, 2020, by HealthEdge Software, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of April 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in or to all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof;
- (c) all rights to sue for past, present and future infringements, dilutions or other violations thereof; and
- (d) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

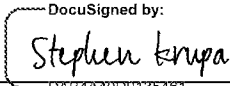
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]





HEALTHEDGE SOFTWARE, INC.

By: DocuSigned by:

DAB4A70DU135461...
Name: Stephen Krupa
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Collateral
Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

**Schedule I
Trademark Registrations and Applications**

Owner	Trademark	Application #	Filing Date	Registration #	Registration Date
HealthEdge Software Inc.	HEALTHEDGE	78/741,944	10/28/2005	3145466	9/19/2006
HealthEdge Software Inc.	HEALTHRULES	78/742,254	10/28/2005	3145472	9/19/2006
HealthEdge Software Inc	H and design 	87572426	08/17/2017	5704202	03/19/2019
HealthEdge Software Inc	H and design 	87572439	08/17/2017	5704204	03/19/2019
HealthEdge Software Inc	H and design 	87572430	08/17/2017	5704203	03/19/2019
HealthEdge Software Inc	H HEALTHEDGE and design 	88771176	01/23/2020	Pending	Pending