

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORBIMED ROYALTY OPPORTUNITIES II, LP		05/01/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	HEALTH CATALYST, INC.
Street Address:	3165 Millrock Drive, Suite 400
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121
Entity Type:	Corporation: DELAWARE
Name:	MEDICITY LLC,
Street Address:	3165 Millrock Drive, Suite 400
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5399190	HAS
Registration Number:	4618041	HEALTH CATALYST
Registration Number:	4916387	HEALTHCARE QUALITY CATALYST
Registration Number:	4606094	HEALTHCATALYST
Registration Number:	4575888	IGNITE CHANGE
Registration Number:	4575886	IGNITE CHANGE
Registration Number:	3788272	INEXX
Registration Number:	4627151	KNOWLEDGE EDGE
Registration Number:	4623302	KNOWLEDGEEDGE
Registration Number:	4409402	MEDICITY
Registration Number:	5447884	MBL
Registration Number:	2737261	MEDICITY
Registration Number:	4575889	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5464274	
Serial Number:	87260078	IGNITE OUTCOMES
Serial Number:	87260121	LEADING WISELY
Serial Number:	87605226	MBL
Serial Number:	87748726	HEALTH CATALYST
Serial Number:	88054471	TOUCHSTONE

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.

Email: akwon@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITY CENTER, 850 TENTH ST NW

Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	034550.00055
NAME OF SUBMITTER:	Ashley M. Kwon
SIGNATURE:	/Ashley M. Kwon/
DATE SIGNED:	05/04/2020

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and effective as of May 1, 2020 and granted by ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), as lender under the Credit Agreement referred to below, in favor of HEALTH CATALYST, INC., a Delaware corporation and MEDICITY LLC, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 6, 2019, as amended by the Amendment and Waiver, dated as of January 10, 2020, as further amended by the Second Amendment to Credit Agreement, dated as of February 12, 2020, as further amended by the Third Amendment and Waiver, dated as of March 24, 2020 (as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and between Health Catalyst, Inc. and the Lender, the Grantors executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of February 6, 2019 (the “**Pledge & Security Agreement**”), by and among the Grantors and the Lender and (ii) that certain Trademark Security Agreement, dated as of February 6, 2019 (the “**Trademark Security Agreement**” and together with the Pledge & Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006555, Frame 0441 on February 8, 2019; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of each Grantor, and reassigns to such Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks listed on **Schedule 1** hereto).

2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Lender agrees, at each Grantor's expense, to take all further actions, and provide to such Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as such Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

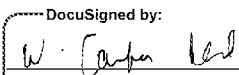
[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORBIMED ROYALTY OPPORTUNITIES II, LP
as the Lender

By OrbiMed ROF II LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

DocuSigned by:
By: 
Name: ~~W. Carter Neild~~ W. Carter Neild
Title: Member

SCHEDULE 1

Registered Trademarks

COUNTRY	TRADEMARK	REGISTRATION NO	REGISTRATION DATE
United States of America	HAS	5399190	Feb 13, 2018
United States of America	HEALTH CATALYST	4618041	Oct 7, 2014
United States of America	HEALTHCARE QUALITY CATALYST	4916387	Mar 15, 2016
United States of America	HEALTHCATALYST	4606094	Sep 16, 2014
United States of America	IGNITE CHANGE	4575888	Jul 29, 2014
United States of America	IGNITE CHANGE	4575886	Jul 29, 2014
United States of America	INEXX	3788272	May 11, 2010
Canada	INEXX	TMA855444	Jul 17, 2013
European Union	INEXX	008410111	Jul 9, 2010
United States of America	KNOWLEDGE EDGE (with vertical slash)	4627151	Oct 28, 2014
United States of America	KNOWLEDGEEDGE	4623302	Oct 21, 2014
United States of America	MEDICITY & Design	4409402	Oct 1, 2013
China	MEDICITY & Design	12916788	Dec 14, 2014
China	MEDICITY & Design	12916789	Dec 21, 2014
United States of America	MBL	5447884	Apr 17, 2018
United States of America	MEDICITY	2737261	Jul 15, 2003
China	MEDICITY	12916792	Jan 21, 2015
China	MEDIPRISE	12916791	Apr 21, 2015
Canada	MEDITRUST	TMA818947	Mar 2, 2012

NY: 1238980-3

COUNTRY	TRADEMARK	REGISTRATION NO	REGISTRATION DATE
European Union	MEDITRUST	008410136	Mar 4, 2011
China	MEDITRUST	12916793	Apr 14, 2015
China	MEDITRUST	12916794	Apr 21, 2015
United States of America	Miscellaneous Design (Flame)	4575889	Jul 29, 2014
United States of America	Miscellaneous Design (Flame)	5464274	May 8, 2018
China	PROACCESS	12916790	Apr 14, 2015

Pending Trademark Applications

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
United States of America	IGNITE OUTCOMES	87260078	Dec 7, 2016
United States of America	LEADING WISELY	87260121	Dec 7, 2016
United States of America	MBL	87605226	Sep 12, 2017
United States of America	HEALTH CATALYST	87748726	Jan 9, 2018
United States of America	TOUCHSTONE	88054471	Jul 26, 2018