

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scheduling.com, Inc.		06/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	101 N. Tryon Street		
City:	Cahrlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3296146	SCI SOLUTIONS	
Registration Number:	4337831	ORDER FACILITATOR	
Registration Number:	4337830	SCHEDULE MAXIMIZER	
Registration Number:	4373806	CLINICAL INTEGRATION ENGINE	
Registration Number:	4713307	METRIX MART	
Registration Number:	4714196	PROVIDER NETWORK MANAGER	
Registration Number:	5924177	GOSCHEDULE	
Registration Number:	4316002	TONIC HEALTH	
Registration Number:	4613027	READMISSION MINIMIZER	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0188		

OP \$240.00 3296146

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	06/09/2020
Total Attachments: 7 source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page1.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page2.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page3.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page4.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page5.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page6.tif source=R1-B of A IP Short Form Agreement - 8 JUNE 2020 EXECUTED_(69248115_1)#page7.tif	

SECURITY AGREEMENT SUPPLEMENT
FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 2 (this “Supplement”) dated as of June 8, 2020, to the Security Agreement dated as of June 26, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors as defined therein, and BANK OF AMERICA, N.A. (“Bank of America”), as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, “Agent”).

A. Reference is made to that certain Credit Agreement dated as of June 26, 2019, as amended by that certain Amendment No. 1 dated as of March 20, 2020 by and among the Borrower, the other Credit Parties party thereto, Agent, and the Lenders party thereto (as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among R1 RCM INC., a Delaware corporation (the “Borrower”), Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts from time to time and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations from time to time.

Accordingly, Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all respects on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded ITU Applications) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor.

SECTION 5. The New Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest and continuing lien on in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

(a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto, together with all divisionals, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patents, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights;

(b) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto, together with all renewals thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights (but excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would

impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule I hereto, together with all reversions, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Copyrights, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights.

SECTION 6. The grant of a security interest in the Collateral by the New Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such New Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 11. The illegality or unenforceability of any provision of this Supplement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Supplement or any instrument or agreement required hereunder.

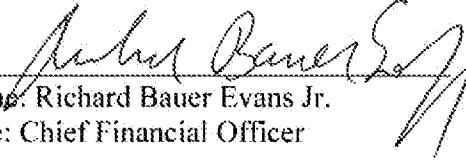
SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 13. Reimbursement of Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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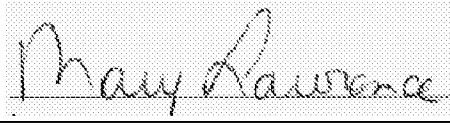
IN WITNESS WHEREOF, the New Grantor and Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

SCHEDULING.COM, INC.

By: 
Name: Richard Bauer Evans Jr.
Title: Chief Financial Officer

[Signature page to Security Agreement Supplement for Intellectual Property]

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: Mary Lawrence

Title: Assistant Vice President

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property
United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.	Registration or Application Date
Scheduling.com, Inc.	Method and system for online secure patient referral system	8538779	September 17, 2013

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Registration or Application Date
Scheduling.com, Inc.	SCI SOLUTIONS	3,296,146	September 25, 2007
Scheduling.com, Inc.	ORDER FACILITATOR	4,337,831	May 21, 2013
Scheduling.com, Inc.	SCHEDULE MAXIMIZER	4,337,830	May 21, 2013
Scheduling.com, Inc.	CLINICAL INTEGRATION ENGINE	4,373,806	July 23, 2013
Scheduling.com, Inc.	METRIX MART	4,713,307	March 31, 2015
Scheduling.com, Inc.	PROVIDER NETWORK MANAGER	4,714,196	March 31, 2015
Scheduling.com, Inc.	GOSCHEDULE	5,924,177	December 3, 2019
Scheduling.com, Inc.	TONIC HEALTH	4,316,002	April 9, 2013
Scheduling.com, Inc.	READMISSION MINIMIZER	4,613,027	September 30, 2014

United States Copyright Registrations

None.