

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Central Logic, Inc.		07/23/2020	Corporation: DELAWARE
Janus Purchaser, LLC		07/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE, HF 150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5351717	CENTRAL LOGIC ADVANCED REPORTING	
<b>Registration Number:</b>	5820880	RIGHT CARE. RIGHT PLACE. WITHOUT DELAY.	
<b>Registration Number:</b>	5703722	REAL TIME. REAL DECISIONS. REAL RESULTS.	
<b>Registration Number:</b>	5240052	CENTRAL LOGIC PATIENT CONNECT	
<b>Registration Number:</b>	5199179	CENTRAL LOGIC	
<b>Registration Number:</b>	5692189	CENTRAL LOGIC DATA INTELLIGENCE	
<b>Registration Number:</b>	5240053	CENTRAL LOGIC ON CALL SCHEDULING	
<b>Registration Number:</b>	5240054	CENTRAL LOGIC TRANSFER CENTER	
<b>Serial Number:</b>	88514963	ORCHESTRATE / NAVIGATE / ELEVATE	
<b>Serial Number:</b>	88494307	NAVIA	
<b>Serial Number:</b>	88494308	INTELIENT	
<b>Serial Number:</b>	88325550	PATIENT CARE ORCHESTRATION	
<b>Serial Number:</b>	88268365	RIGHT CARE. RIGHT LOCATION. WITHOUT DELA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			

OP \$340.00 5351717

**Phone:** 202-370-4756  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1246317 TM

**NAME OF SUBMITTER:** Sarah Mackin

**SIGNATURE:** /Sarah Mackin/

**DATE SIGNED:** 07/23/2020

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 23, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of July 23, 2020, by and among JANUS PURCHASER, LLC, a Delaware limited liability company (“*Holdings*”), CENTRAL LOGIC, INC., a Delaware corporation (the “*Borrower*”), the Lenders party thereto from time to time, Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

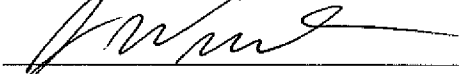
1. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**JANUS PURCHASER, LLC**

By:  \_\_\_\_\_

Name: Jason Winsten

Title: President

**CENTRAL LOGIC, INC.**

By: \_\_\_\_\_

Name: Angela Franks

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

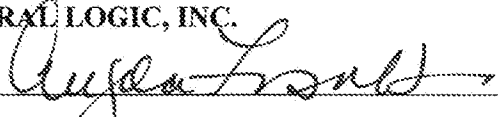
**JANUS PURCHASER, LLC**

By: \_\_\_\_\_

Name: Jason Winsten

Title: President

**CENTRAL LOGIC, INC.**

By:  \_\_\_\_\_

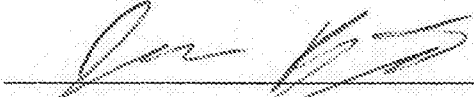
Name: Angela Franks

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By:  \_\_\_\_\_

Name: Jordan Rigberg

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**  
**Registered Copyrights**

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
U.S. Copyright Office	TX0006597563	2007-06-18	Central logic referral and transfer system

**Pending Copyright Applications**

None.



**EXHIBIT B**  
**PATENTS**  
**Issued Patents**

None.

**Pending Patent Applications**

None.

**EXHIBIT C**  
**TRADEMARKS**  
**Registered Trademarks**

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	5351717	12/5/17	9/28/16	Central Logic, Inc.	Central Logic Advanced Reporting
USPTO	5820880	7/30/19	1/16/19	Central Logic, Inc.	RIGHT CARE. RIGHT PLACE. WITHOUT DELAY.
USPTO	5703722	3/19/19	9/28/16	Central Logic, Inc.	REAL TIME. REAL DECISIONS. REAL RESULTS.
USPTO	5240052	7/11/17	9/28/16	Central Logic, Inc.	CENTRAL LOGIC PATIENT CONNECT
USPTO	5199179	5/9/17	9/28/16	Central Logic, Inc.	CENTRAL LOGIC
USPTO	5692189	3/5/19	9/28/16	Central Logic, Inc.	CENTRAL LOGIC DATA INTELLIGENCE
USPTO	5240053	7/11/17	9/28/16	Central Logic, Inc.	CENTRAL LOGIC ON CALL SCHEDULING
USPTO	5240054	7/11/17	9/28/16	Central Logic, Inc.	CENTRAL LOGIC TRANSFER CENTER

**Pending Trademark Applications**

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
USPTO	88514963	7/15/19	Central Logic, Inc.	ORCHESTRATE / NAVIGATE / ELEVATE
USPTO	88494307	6/28/19	Central Logic, Inc.	NAVIA
USPTO	88494308	6/28/19	Central Logic, Inc.	INTELIENT
USPTO	88325550	3/5/19	Central Logic, Inc.	PATIENT CARE ORCHESTRATION
USPTO	88268365	1/19/19	Central Logic, Inc.	RIGHT CARE. RIGHT LOCATION. WITHOUT DELAY.