

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coventry Health Care Workers Compensation, Inc.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5952619	COVENTRY INTEGRATED NETWORK	
Registration Number:	5437120	METRACOMP	
Registration Number:	5437119	METRACOMP	
Registration Number:	4248364	DMEPLUS	
Registration Number:	4137031	GLOBAL INSIGHT	
Registration Number:	3984724	FIRST SCRIPT	
Serial Number:	88948062	ENHANCED SYSTEM SAVINGS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2127013365		
Email:	ecarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41260.0298 2L TM		

OP \$190.00 5952619

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/03/2020
Total Attachments: 5 source=26. Mitchell (2020) - Second Lien Trademark Security Agreement#page2.tif source=26. Mitchell (2020) - Second Lien Trademark Security Agreement#page3.tif source=26. Mitchell (2020) - Second Lien Trademark Security Agreement#page4.tif source=26. Mitchell (2020) - Second Lien Trademark Security Agreement#page5.tif source=26. Mitchell (2020) - Second Lien Trademark Security Agreement#page6.tif	

GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 31, 2020, is made by Coventry Health Care Workers Compensation, Inc., a Delaware corporation (the "Grantor"), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended by Amendment No. 1, dated as of October 31, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIH PARENT, INC., a Nevada corporation ("Holdings"), MITCHELL INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), KKR LOAN ADMINISTRATION SERVICES LLC, as the administrative agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 1, 2017, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral 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 the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, 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.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. 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 Collateral granted hereby are more fully set forth in the Credit Agreement and 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 the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

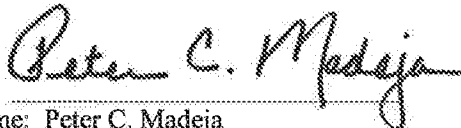
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

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.

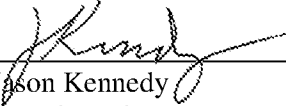
COVENTRY HEALTH CARE WORKERS COMPENSATION,
INC., as Grantor

By: 
Name: Peter C. Madeja
Title: Vice President

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007013 FRAME: 0128

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Registration/ Application Number	Registration/ Application Date
Coventry Health Care Workers Compensation, Inc.	COVENTRY INTEGRATED NETWORK	5952619	1/7/2020
Coventry Health Care Workers Compensation, Inc.	METRACOMP	5437120	4/3/2018
Coventry Health Care Workers Compensation, Inc.	<i>metracomp</i>	5437119	4/3/2018
Coventry Health Care Workers Compensation, Inc.	DMEplus	4248364	11/27/2012
Coventry Health Care Workers Compensation, Inc.	GLOBAL INSIGHT	4137031	5/1/2012
Coventry Health Care Workers Compensation, Inc.	FIRST SCRIPT	3984724	6/28/2011
Coventry Health Care Workers Compensation, Inc.	ENHANCED SYSTEM SAVINGS	88948062	6/4/2020