

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burgess Group LLC, The		09/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
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: 11			
Property Type	Number	Word Mark	
Serial Number:	77977722	B	
Serial Number:	77977943	PUTTING MEDICARE DATA TO WORK	
Serial Number:	77475292	B	
Serial Number:	77475101	PUTTING MEDICARE DATA TO WORK	
Serial Number:	85217327	BRS	
Serial Number:	85217332	BURGESS REIMBURSEMENT SYSTEM	
Serial Number:	86332142	BURGESS	
Serial Number:	87397391	PAYMENT ACCOUNTABILITY	
Serial Number:	87397559	B	
Serial Number:	87397581	B BURGESS	
Serial Number:	87397405	BURGESS SOURCE	
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 JESSICA BAJADA		

OP \$290.00 77977722

Address Line 1: 885 THIRD AVE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 040896-0135

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 10/01/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 30, 2020, by The Burgess Group L.L.C., a Delaware limited liability company (the “**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 30, 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 Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor:

- (a) all Trademark registrations and applications of the 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 Grantor hereby acknowledges and affirms 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 the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the 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.]

THE BURGESS GROUP L.L.C.

By: Matthew W. Hughes

Name: Matthew Hughes

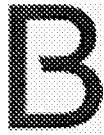
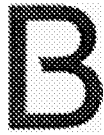
Title: Chief Financial Officer, Treasurer and
Secretary

ARES CAPITAL CORPORATION, as Collateral
Agent

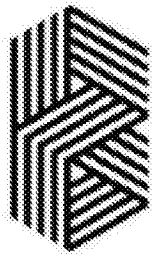
By: 
Name: Scott Lem
Title: Authorized Signatory


Schedule I
Trademark Registrations and Applications

[See Attached]

Trademark	Reg. Date	Reg. No.	Filing Date	Serial No.	Owner	Status	Description of Goods and Services
 30165.00.7007	October 6, 2009	3,694,130	May 15, 2008	77977722	The Burgess Group, L.L.C.	Registered	<u>Int. Class 9</u> Software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics
PUTTING MEDICARE DATA TO WORK 30165.00.0008	November 3, 2009	3,706,922	May 15, 2008	77977943	The Burgess Group, L.L.C.	Registered	<u>Int. Class 9</u> Software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics <u>Int. Class 35</u> Consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs <u>Int. Class 41</u> Educational services, namely, providing live and on-line webinars, conferences and workshops in the field of Medicare reimbursement and healthcare economics and educational material in connection herewith
 30165.00.7004	February 14, 2012	4,099,290	May 15, 2008	77475292	The Burgess Group, L.L.C.	Registered	<u>Int. Class 42</u> Providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics
PUTTING MEDICARE DATA TO WORK 30165.00.7005	February 28, 2012	4,105,834	May 15, 2008	77475101	The Burgess Group, L.L.C.	Registered	<u>Int. Class 42</u> Providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics
BRS 30165.00.7009	April 10, 2012	4,126,528	January 13, 2011	85217327	The Burgess Group, L.L.C.	Registered	Int. Class 9: Software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics Int. Class 35: Consulting services in the field

Trademark	Reg. Date	Reg. No.	Filing Date	Serial No.	Owner	Status	Description of Goods and Services
							<p>of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 42: Providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>
<p>BURGESS REIMBURSEMENT SYSTEM</p> <p>30165.00.7010</p>	November 20, 2012	4,246,557	January 13, 2011	85217332	The Burgess Group, L.L.C.	Registered	<p>Int. Class 9: Software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p> <p>Int. Class 35: Consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 42: Providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>
<p>BURGESS</p> <p>30165.00.7019</p>	February 24, 2015	4,691,870	July 9, 2014	86332142	The Burgess Group, L.L.C.	Registered	<p>Int. Class 9 software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p> <p>Int. Class 35 consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 41 educational services, namely,</p>

Trademark	Reg. Date	Reg. No.	Filing Date	Serial No.	Owner	Status	Description of Goods and Services
							<p>providing live and on-line webinars, conferences, and workshops in the field of Medicare reimbursement and healthcare economics and educational material in connection therewith</p> <p>Int. Class 42 providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>
<p>PAYMENT ACCOUNTABILITY 30165.00.7024</p>	October 30, 2018	5,597.69 3	April 4, 2017	87397391	The Burgess Group, L.L.C.	Registered	<p>Int. Class 35 consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 42 providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>
 <p>30165.00.7026</p>	December 11, 2018	5,628.62 6	April 4, 2017	87397559	The Burgess Group, L.L.C.	Registered	<p>Int. Class 9 software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p> <p>Int. Class 35 consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 42 providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>

Trademark	Reg. Date	Reg. No.	Filing Date	Serial No.	Owner	Status	Description of Goods and Services
 30165.00.7028	December 11, 2018	5,628,627	April 4, 2017	87397581	The Burgess Group, L.L.C.	Registered	<p>Int. Class 9 software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p> <p>Int. Class 35 consulting services in the field of healthcare economics, namely, applying Medicare payment policies for analysis and using Medicare claims databases for research; business consulting services in the field of administration of Medicare reimbursement programs</p> <p>Int. Class 42 providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>

Trademark	Reg. Date	Reg. No.	Filing Date	Serial No.	Owner	Status	Description of Goods and Services
BURGESS SOURCE 30165.00.7023	May 21, 2019	5,758,210	April 4, 2017	87397405	The Burgess Group, L.L.C.	Registered	<p><u>Int. Class 9</u> software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p> <p><u>Int. Class 42</u> providing temporary use of on-line non-downloadable software for pricing claims, analyzing data, researching rates and policies in the field of Medicare reimbursement and healthcare economics</p>