

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Connect Healthcare Communications, Inc.		10/30/2020	Corporation: PENNSYLVANIA
Omnia Education, Inc.		10/30/2020	Corporation: PENNSYLVANIA
U.S. HealthConnect, Inc.		10/30/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86033938	CONNECT HEALTHCARE COMMUNICATIONS
Serial Number:	85628508	THE CONNECT DIALOGUES
Serial Number:	85524830	OMNIA EDUCATION
Serial Number:	77719353	ECHO
Serial Number:	88008083	INNOVATIONS IN OBSTETRICS
Serial Number:	88008015	PROVA EDUCATION
Serial Number:	88008046	TOPEC
Serial Number:	85737642	YOU BE THE JUDGE
Serial Number:	85525756	REACHMD
Serial Number:	85047991	SATURDAY MORNING REPORT
Serial Number:	77920532	MEDTELLIGENCE
Serial Number:	75929361	USHEALTHCONNECT
Serial Number:	86377209	BE PART OF THE KNOWLEDGE
Serial Number:	85574145	DIABETES DISCOURSE
Serial Number:	85543619	GRAND ROUNDS NATION
Serial Number:	85476131	PROJECT ONCOLOGY
Serial Number:	85475536	WOMEN'S HEALTH ANNUAL VISIT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85453071	WINDING RIVER PRODUCTIONS
CORRESPONDENCE DATA		
Fax Number:	3129021061	
<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:	312-577-8438	
Email:	raquel.haleem@katten.com	
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman	
Address Line 1:	525 West Monroe Street	
Address Line 4:	Chicago, ILLINOIS 60661	
NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	10/30/2020	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 (this “Trademark Security Agreement”), made by Connect Healthcare Communications, Inc., a Pennsylvania corporation (“Connect”), Omnia Education Inc., a Pennsylvania corporation (“Omnia”) and U.S. HealthConnect, Inc., a Pennsylvania corporation (“U.S. Health” and, together with Connect and Omnia, collectively, the “Grantors” and each, a “Grantor”), in favor of Varagon Capital Partners Agent, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among North Haven USHC Acquisition, Inc., North Haven USHC Holdings, Inc., each Lender (as defined in the Credit Agreement) from time to time party thereto, Varagon Capital Partners Agent, LLC, as Administrative Agent and the other parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. Each Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, 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 (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.


Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.


[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Connect Healthcare Communications, Inc.,
as Grantor

By: 
Name: Frank C. Russomano
Title: President

Omnia Education, Inc.,
as Grantor

By: 
Name: Frank C. Russomano
Title: President

U.S. HealthConnect, Inc.,
as Grantor

By: 
Name: Frank C. Russomano
Title: President

Accepted and Agreed

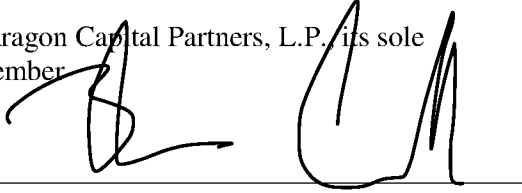
**VARAGON CAPITAL PARTNERS
AGENT, LLC,**
as Collateral Agent

By: Varagon Capital Partners, L.P., its sole
Member

By: _____

Name: Brian Carroll

Title: Managing Director

Handwritten signature of Brian Carroll, consisting of a stylized 'B' followed by 'C' and 'M'.

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

Citation	Application Number	Application Date	Registration Number	Registration Date	Owner Name	Status Class
CONNECT HEALTHCARE COMMUNICATIONS	App 86033938	App 09-AUG-2013	Reg 4726084	Reg 28-APR-2015	CONNECT HEALTHCARE COMMUNICATIONS, INC.	Registered 35 41
THE CONNECT DIALOGUES <small>THE CONNECT DIALOGUE</small>	App 85628508	App 17-MAY-2012	Reg 4274910	Reg 15-JAN-2013	CONNECT HEALTHCARE COMMUNICATIONS, INC.	Registered 9 41
OMNIA EDUCATION	App 85524830	App 25-JAN-2012	Reg 4240895	Reg 13-NOV-2012	OMNIA EDUCATION INC.	Registered 41
ECHO	App 77719353	App 22-APR-2009	Reg 4081634	Reg 10-JAN-2012	OMNIA EDUCATION INC.	Registered 16
INNOVATIONS IN OBSTETRICS	App 88008083	App 20-JUN-2018	Reg 5837570	Reg 20-AUG-2019	OMNIA EDUCATION, INC.	Registered 41
PROVA EDUCATION	App 88008015	App 20-JUN-2018	Reg 5679314	Reg 19-FEB-2019	U.S. HEALTHCONNECT, INC.	Registered 41
TOPEC	App 88008046	App 20-JUN-2018	Reg 5842414	Reg 27-AUG-2019	U.S. HEALTHCONNECT, INC.	Registered 41 44
YOU BE THE JUDGE	App 85737642	App 25-SEP-2012	Reg 4342060	Reg 28-MAY-2013	U.S. HEALTHCONNECT, INC.	Registered 41
REACHMD	App 85525756	App 26-JAN-2012	Reg 4232898	Reg 30-OCT-2012	U.S. HEALTHCONNECT, INC.	Registered 41 44

Citation	Application Number	Application Date	Registration Number	Registration Date	Owner Name	Status Class
SATURDAY MORNING REPORT	App 85047991	App 26-MAY-2010	Reg 4091736	Reg 24-JAN-2012	U.S. HEALTHCONNECT, INC.	Registered 41
MEDTELLIGENCE	App 77920532	App 26-JAN-2010	Reg 3888985	Reg 14-DEC-2010	U.S. HEALTHCONNECT, INC.	Renewed 41
USHEALTHCONNECT	App 75929361	App 25-FEB-2000	Reg 3066997	Reg 14-MAR-2006	U.S. HEALTHCONNECT, INC.	Renewed 35 44
BE PART OF THE KNOWLEDGE	App 86377209	App 26-AUG-2014	Reg 4852298	Reg 10-NOV-2015	US HEALTHCONNECT, INC.	Registered 41 44
DIABETES DISCOURSE	App 85574145	App 20-MAR-2012	Reg 4300345	Reg 12-MAR-2013	US HEALTHCONNECT, INC.	Registered 41 44
GRAND ROUNDS NATION	App 85543619	App 15-FEB-2012	Reg 4307766	Reg 26-MAR-2013	US HEALTHCONNECT, INC.	Registered 41 44
PROJECT ONCOLOGY	App 85476131	App 18-NOV-2011	Reg 4161389	Reg 19-JUN-2012	US HEALTHCONNECT, INC.	Registered 41
WOMEN'S HEALTH ANNUAL VISIT	App 85475536	App 17-NOV-2011	Reg 4274287	Reg 15-JAN-2013	US HEALTHCONNECT, INC.	Registered 41
WINDING RIVER PRODUCTIONS	App 85453071	App 21-OCT-2011	Reg 4160930	Reg 19-JUN-2012	US HEALTHCONNECT, INC.	Registered 38 41