

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609112

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900573758

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedeAnalytics, Inc.		10/09/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77685810	MEASURE. MANAGE. LEAD.
Serial Number:	86197116	MEDE/ANALYTICS
Serial Number:	87549729	MEDE/BYTE
Serial Number:	86197100	MEDEANALYTICS
Serial Number:	77685794	MEDEANALYTICS
Serial Number:	88879059	MEDECONNECTOR
Serial Number:	88147699	MEDECREATE
Serial Number:	88147701	MEDEELEVATE
Serial Number:	88147694	MEDEWORKS
Serial Number:	73694699	DESIGN YOUR FUTURE

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 216-586-3939

Email: cmintzer@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: Cassandra P. Mintzer

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

TRADEMARK

Address Line 4:	Cleveland, OHIO 44114
NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	11/17/2020
Total Attachments: 5 source=FILE (36938034)_ (2)_Moon - Trademark Security Agreement [Executed 10.9.2020]#page1.tif source=FILE (36938034)_ (2)_Moon - Trademark Security Agreement [Executed 10.9.2020]#page2.tif source=FILE (36938034)_ (2)_Moon - Trademark Security Agreement [Executed 10.9.2020]#page3.tif source=FILE (36938034)_ (2)_Moon - Trademark Security Agreement [Executed 10.9.2020]#page4.tif source=FILE (36938034)_ (2)_Moon - Trademark Security Agreement [Executed 10.9.2020]#page5.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of October 9, 2020, (this “**Agreement**”), among MedeAnalytics, Inc., a Delaware corporation (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, MOON MA MERGERSUB, INC. (the “**Initial Borrower**”, which on the Closing Date merged with and into MEDEANALYTICS PARENT, INC. (the “**Company**”), with the Company surviving such merger as the “**Parent Borrower**”), MOON MA ACQUISITION, LLC (“**Holdings**”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, THE PRIVATE CREDIT GROUP OF GOLDMAN SACHS ASSET MANAGEMENT, L.P., as Term Loan Lender Representative, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of October 9, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement, dated as of October 9, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Parent Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source

or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 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 USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MEDEANALYTICS, INC.,
as the Grantor**

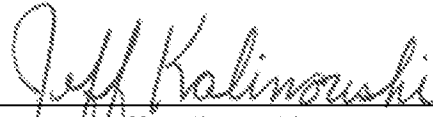
DocuSigned by:

By: *Paul Kaiser*

Name: Paul Kaiser

Title: Chief Executive Officer

**KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent**

By: 
Name: Jeff Kalinowski
Title: Senior Vice President

Schedule I

United States Trademarks and Trademark Applications

Mark	Juris- diction	App. No./ App. Date	Reg. No./ Reg. Date	Owner
MEASURE. MANAGE. LEAD.	U.S.	77685810 06-MAR-2009	3794497 25-MAY-2010	MedeAnalytics, Inc.
MEDE/ANALYTICS & Design <i>Mede/Analytics</i>	U.S.	86197116 18-FEB-2014	4848886 10-NOV-2015	MedeAnalytics, Inc.
MEDE/BYTE	U.S.	87549729 31-JUL-2017	—	MedeAnalytics, Inc.
MEDEANALYTICS	U.S.	86197100 18-FEB-2014	4834442 20-OCT-2015	MedeAnalytics, Inc.
MEDEANALYTICS	U.S.	77685794 06-MAR-2009	3794496 25-MAY-2010	MedeAnalytics, Inc.
MEDECONNECTOR	U.S.	88879059 20-APR-2020	—	MedeAnalytics, Inc.
MEDECREATE	U.S.	88147699 09-OCT-2018	—	MedeAnalytics, Inc.
MEDEELEVATE	U.S.	88147701 09-OCT-2018	—	MedeAnalytics, Inc.
MEDEWORKS	U.S.	88147694 09-OCT-2018	—	MedeAnalytics, Inc.
DESIGN YOUR FUTURE	U.S.	73694699 02-NOV-1987	1506249 27-SEP-1988	MedeAnalytics, Inc.