

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Billing Systems, LLC		11/24/2020	Limited Liability Company: DELAWARE
Abeo Technology Solutions, LLC		11/24/2020	Limited Liability Company: DELAWARE
Abeo Management Corporation		11/24/2020	Limited Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	88466770	DUVASAWKO
Serial Number:	88466822	DUVA SAWKO EM BILLING & MANAGEMENT SOLUT
Serial Number:	86757160	DUVA SAWKO EM BILLING & MANAGEMENT SOLUT
Serial Number:	88550746	DUVASAWKO CODES
Serial Number:	85814918	ABEO
Serial Number:	88473682	ONE STEP AHEAD
Serial Number:	88652900	TRUSTED I10

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 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

TRADEMARK

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	11/25/2020
Total Attachments: 7 source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page1.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page2.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page3.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page4.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page5.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page6.tif source=16. twin brook healthcare billing trademark security agreement 2020 (abeo) (EXECUTED)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 24th day of November, 2020, by HEALTHCARE BILLING SYSTEMS, LLC, a Delaware limited liability company, ABEO TECHNOLOGY SOLUTIONS, LLC, a Delaware limited liability company, and ABEO MANAGEMENT CORPORATION, a Delaware limited corporation (each, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for all Lenders party to the Credit Agreement (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of November 27, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among VARSITY DUVASAWKO INTERMEDIATE II CORP., a Delaware corporation, HBS BUYER ACQ. CORP., a Delaware Corporation, HEALTHCARE BILLING SYSTEMS, LLC, a Delaware limited liability company, each as a Grantor thereunder, the other Grantors from time to time party thereto and the Grantee; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Grantee hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any Excluded Property:

- (a) all Trademarks, including any of the foregoing referred to on Schedule A hereto; and
- (b) all proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of law provisions thereof.


SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

HEALTHCARE BILLING SYSTEMS, LLC,
a Delaware limited liability company

By: HBS Buyer Acq. Corp.
Its: Managing Member

By: 
Name: Aaron Habriga
Title: Vice President

ABEO TECHNOLOGY SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Name: Michael O'Boyle
Title: Chief Executive Officer

ABEO MANAGEMENT CORPORATION,
a Delaware corporation

By: _____
Name: Michael O'Boyle
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

HEALTHCARE BILLING SYSTEMS, LLC,
a Delaware limited liability company

By: HBS Buyer Acq. Corp.
Its: Managing Member

By: _____
Name: Aaron Habriga
Title: Vice President

ABEO TECHNOLOGY SOLUTIONS, LLC,
a Delaware limited liability company

By:  _____
Name: Michael O'Boyle
Title: Chief Executive Officer

ABEO MANAGEMENT CORPORATION,
a Delaware corporation

By:  _____
Name: Michael O'Boyle
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Drew Guyette (MS 23, 2023 05:43 CS:1)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Mark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
DUVASAWKO	U.S.	88466770 10-JUN-2019	5948791 31-DEC-2019	REGISTERED	Healthcare Billing Systems, LLC
DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS & Design (black & white) 	U.S.	88466822 10-JUN-2019	5948795 31-DEC-2019	REGISTERED	Healthcare Billing Systems, LLC
DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS & Design (color) 	U.S.	86757160 15-SEP-2015	4982083 21-JUN-2016	REGISTERED	Healthcare Billing Systems, LLC
DUVA SAWKO AND DESIGN OF TWO SETS OF EXPANDING BOXES ABOVE THE "V" IN BLACK AND TAN LETTERS, ABOVE THE WORDS "EM BILLING & MANAGEMENT SOLUTIONS"	U.S. State Florida	T15000001013 17-SEP-2015	T15000001013 17-SEP-2015	REGISTERED	Healthcare Billing Systems, LLC
ABEO	U.S. State Florida	T09000000845 13-JUL-2009	T09000000845 13-JUL-2009	REGISTERED	ABEO MANAGEMENT CORPORATION
DUVASAWKO AND DESIGN	U.S. State Florida	T04000000154 04-FEB-2004	T04000000154 04-FEB-2004	REGISTERED	HEALTHCARE BILLING SYSTEMS, LLC
DUVASAWKO CODES	U.S.	88550746 30-JUL-2019	6076509 09-JUN-2020	REGISTERED	HEALTHCARE BILLING SYSTEMS, LLC

Mark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
ABEO	U.S.	85814918 03-JAN-2013	4380237 06-AUG-2013	REGISTERED	abeo Management Corporation
ONE STEP AHEAD	U.S.	88473682 14-JUN-2019	5975717 04-FEB-2020	REGISTERED	abeo Management Corporation
Trusted i10	U.S.	88652900 14-OCT-2019	6053021 12-MAY-2020	REGISTERED	abeo Technology Solutions, LLC