

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTRA HEALTH SYSTEMS LLC		11/25/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	500 WEST MONROE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3908549	MYGLUCOHEALTH	
Registration Number:	4879223	MYHEALTHPOINT	
Registration Number:	4684143	E H S ENTRA HEALTH SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0555		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	11/25/2020		
Total Attachments: 8			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 25, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Bracket Global LLC, a Delaware limited liability company, Clinapps, Inc., a California corporation, CRF Inc., a Delaware corporation, Entra Health Systems LLC, a California limited liability company, and Motentia, LLC, a Virginia limited liability company (each, a “Grantor”), in favor of Antares Capital LP, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to Bracket Intermediate Holding Corp., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Buccaneer Midco Limited, a company incorporated under the laws of England and Wales (“UK Holdings”), Buccaneer Bidco Limited, a company incorporated under the laws of England and Wales (“UK Intermediate”), BI Gen Holdings, Inc., a Delaware corporation (“US Holdings”), BI Gen Intermediate, Inc., a Delaware corporation (“US Intermediate” and, together with UK Holdings, UK Intermediate and US Holdings, the “Holdings Entities”), the Borrower, the Lenders from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- (a) all Trademarks listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements and dilutions thereof;
- (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit

Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest terminations and releases for filing with the United States Patent and Trademark Office and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

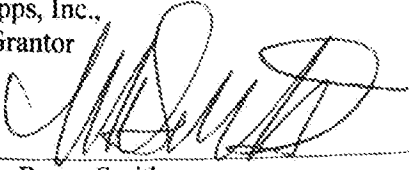
SECTION 7. **INTERCREDITOR AGREEMENTS GOVERN.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE

INTERCREDITOR AGREEMENTS (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

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


Clinapps, Inc.,
as a Grantor

By: 
Name: Roger Smith
Title: President


Bracket Global LLC,
as a Grantor

By: 
Name: Roger Smith
Title: President


Motentia, LLC,
as a Grantor

By: 
Name: Roger Smith
Title: President

CRF Inc.,
as a Grantor

By: 
Name: Roger Smith
Title: President

Entra Health Systems LLC,
as a Grantor

By: 
Name: Roger Smith
Title: President

ACCEPTED AND AGREED
as of the date first above written:








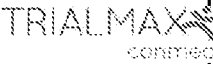

ANTARES CAPITAL LP,
as Agent




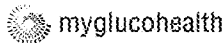


By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	EPRO LOG	77810542	21-AUG-2009	3872063	09-NOV-2010	BRACKET GLOBAL LLC
2.	RATER STATION	85680985	08-JUL-2012	4538497	27-MAY-2014	BRACKET GLOBAL, LLC
3.	BRACKET ECOA	87064086	08-JUN-2016	5164441	21-MAR-2017	BRACKET GLOBAL, LLC
4.	BRACKET SCIENCE. TECHNOLOGY. SERVICE.	87064094	08-JUN-2016	5164442	21-MAR-2017	BRACKET GLOBAL, LLC
5.	INCREASING THE POWER OF CLINICAL RESEARCH DATA	87064097	08-JUN-2016	5164443	21-MAR-2017	BRACKET GLOBAL, LLC
6.	TFD1	5906371	17-APR-2013	4669516	13-JAN-2015	BRACKET GLOBAL, LLC
7.	CDR SYSTEM	85749034	09-OCT-2012	4409947	01-OCT-2013	BRACKET GLOBAL, LLC
8.	ENDPOINT RELIABILITY	85695656	06-AUG-2012	4574228	29-JUL-2014	BRACKET GLOBAL, LLC
9.	BRACKET	85695658	06-AUG-2012	4405724	24-SEP-2013	BRACKET GLOBAL, LLC
10.	COGNITIVE DRUG RESEARCH	85749042	09-OCT-2012	4519989	29-APR-2014	BRACKET GLOBAL, LLC
11.	BRACKET	85157761	21-OCT-2010	4246504	20-NOV-2012	BRACKET GLOBAL, LLC
12.	CLINAPPS	78502144	19-OCT-2004	3084665	25-APR-2006	CLINAPPS INC.
13.	SMARTSUPPLIES	78502164	19-OCT-2004	3095047	23-MAY-2006	CLINAPPS INC.
14.	TRIALMAX	76515515	19-MAY-2003	3114603	11-JUL-2006	CRF INC.
15.	TRIALSTUDIO	6959975	31-MAR-2016	5633284	18-DEC-2018	CRF INC.
16.	TRIALSTUDIO	86959982	31-MAR-2016	5617838	27-NOV-2018	CRF INC.
17.	TRIALMAX	86959996	31-MAR-2016	5085876	22-NOV-2016	CRF INC.
18.	TRIALMAX SLATE	86959998	31-MAR-2016	5085877	22-NOV-2016	CRF INC.
19.	TRIALMAX SYNAPSE	85539750	10-FEB-2012	4808778	08-SEP-2015	CRF INC.

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
20.	TRIALMAX 	85539756	10-FEB-2012	4808779	08-SEP-2015	CRF INC.
21.	TRIALMAX 	85480076	23-NOV-2011	4605863	16-SEP-2014	CRF INC.
22.	TRIALMAX 	85480099	23-NOV-2011	4605864	16-SEP-2014	CRF INC.
23.	TRIALMANAGER	86959988	31-MAR-2016	5221027	13-JUN-2017	CRF INC.
24.	TRIALMANAGER	86959993	31-MAR-2016	5221028	13-JUN-2017	CRF INC.
25.	CRF HEALTH	86966241	06-APR-2016	5633291	18-DEC-2018	CRF INC.
26.	CRF HEALTH	86966246	06-APR-2016	5633292	18-DEC-2018	CRF INC.
27.		86966251	06-APR-2016	5633293	18-DEC-2018	CRF INC.
28.		86966254	06-APR-2016	5633294	18-DEC-2018	CRF INC.
29.		86782409	08-OCT-2015	5115638	03-JAN-2017	CRF INC.
30.		86782411	08-OCT-2015	5115639	03-JAN-2017	CRF INC.
31.	TRIALMAX 	86691321	13-JUL-2015	5692009	05-MAR-2019	CRF INC.
32.	SIMPLY RELIABLE	86691327	13-JUL-2015	5692011	05-MAR-2019	CRF INC.
33.	TRIALMAX CONMED	86691319	13-JUL-2015	5692008	05-MAR-2019	CRF INC.
34.	TRIALMAX 	86691324	13-JUL-2015	5692010	05-MAR-2019	CRF INC.

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
35.	TRIALMAX CONMED	86691314	13-JUL-2015	5697606	12-MAR-2019	CRF INC.
36.	SIMPLY RELIABLE	86691329	13-JUL-2015	5692012	05-MAR-2019	CRF INC.
37.	TRIALMAX APP	86591244	08-APR-2015	4855180	17-NOV-2015	CRF INC.
38.		86458651	19-NOV-2014	4772713	14-JUL-2015	CRF INC.
39.	TRIALMAX SLATE	85166861	02-NOV-2010	4589022	19-AUG-2014	CRF INC.
40.	TRIALCONSENT	87071193	14-JUN-2016	5325966	31-OCT-2017	CRF INC.
41.	TRIALCONSENT	87014116	26-APR-2016	5325949	31-OCT-2017	CRF INC.
42.	TRIALMAX TOUCH	85166863	02-NOV-2010	4593141	26-AUG-2014	CRF INC.
43.		77964080	20-MAR-2010	4533812	20-MAY-2014	CRF INC.
44.	CRF HEALTH	77768877	26-JUN-2009	3953087	03-MAY-2011	CRF INC.
45.		77769117	26-JUN-2009	3956447	10-MAY-2011	CRF INC.
46.		79050869	19-FEB-2008	3616194	05-MAY-2009	ENTRA HEALTH SYSTEMS LLC
47.	MYGLUCOHEALTH	77664172	05-FEB-2009	3908549	18-JAN-2011	ENTRA HEALTH SYSTEMS LLC
48.		85846834	11-FEB-2013	4879223	05-JAN-2016	ENTRA HEALTH SYSTEMS LLC
49.		86285556	19-MAY-2014	4684143	10-FEB-2015	ENTRA HEALTH SYSTEMS LLC
50.	IMPROVE HEALTH [Wisconsin state trademark]				27-SEP-2017	MOTENTIA, LLC
51.	MPROVE	85951731	05-JUN-2013	4589888	19-AUG-2014	MOTENTIA, LLC
52.	MPAL	86931373	07-MAR-2016	5144765	21-FEB-2017	MOTENTIA, LLC
53.	TRIAL GUIDE	86931397	07-MAR-2016	5127181	24-JAN-2017	MOTENTIA, LLC
54.	MTRACK	86919035	25-FEB-2016	5149349	28-FEB-2017	MOTENTIA, LLC