

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canary Insights, LLC		11/25/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Ave., 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4583110	CANARY INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	56013 / 010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	11/30/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is entered into as of November 25, 2020 among the Grantor listed on the signature pages hereof (the “**Grantor**”) and OWL ROCK CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of November 14, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), by and among Timber Merger Sub LLC, a Delaware limited liability company (“**Timber Merger Sub**”), TCH Group, Inc., a Delaware corporation (“**Holdings**”), TC Holdings, LLC, a Delaware limited liability company (“**TCH**”), as successor by merger to Timber Merger Sub, TrialCard Incorporated, a North Carolina corporation (“**TrialCard**”), the Subsidiary Guarantors (as defined in the Credit and Security Agreement) from time to time party thereto, any Co-Borrower (as defined in the Credit and Security Agreement) or Joining Borrower (as defined in the Credit and Security Agreement) from time to time party thereto, the financial institutions from time to time party thereto (the “**Lenders**”), and Collateral Agent (as amended and supplemented by (i) the Joinder to the Credit and Security Agreement, dated as of October 22, 2018, by and among TC Script LLC, a North Carolina limited liability company (“**TC Script**”) and the Collateral Agent, (ii) the Limited Consent and First Amendment to Credit and Security Agreement, dated as of January 14, 2019, by and among Holdings, TCH, TrialCard, TC Script and the Collateral Agent, (iii) the Joinder to Credit and Security Agreement, dated as of February 13, 2019, by and among RxSolutions, Inc., a North Carolina corporation (“**RxSolutions**”) and the Collateral Agent, (iv) the Joinder to Credit and Security Agreement, dated as of October 9, 2019, by and among Mango Health Inc., a Delaware corporation (“**Mango**”) and the Collateral Agent, (v) the Increase Joinder No. 1 and Second Amendment to Credit and Security Agreement, dated as of November 16, 2019, by and among TCH, TrialCard, Holdings, TC Script, RxSolutions, Mango, the Lenders party thereto and the Collateral Agent, (vi) the Joinder to Credit and Security Agreement, dated as of January 30, 2020, by and between Biopolicy Innovations LLC, a Washington limited liability company (“**Biopolicy**”) and the Collateral Agent, Lenders have agreed to make Loans (as defined therein) to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure payment and performance of all Secured Obligations, the Grantor hereby grants to Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, lien upon, and right of set off against, all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "**Trademark Collateral**"):

(a) all of the Grantor's trademarks, service marks, corporate names, company names, business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof (if any), and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill of the business associated with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, in any form.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any Excluded Property, including any intent-to-use United States trademark applications until such time, if any, as a statement of use or an amendment to allege use is filed with respect thereto.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Credit Agreement control.

4. ELECTRONIC EXECUTION OF ASSIGNMENTS AND CERTAIN OTHER DOCUMENTS. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignment and assumptions, amendments or other borrowing requests, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

5. MISCELLANEOUS. The terms and provisions of Sections **1.03** (*Terms Generally*), **1.05** (*Resolution of Drafting Ambiguities*), **10.01** (*Notices*), **10.02** (*Waivers; Amendment; Extended Loans*), **10.03** (*Expenses; Indemnity; Damage Waiver*), **10.04** (*Successors and Assigns*), **10.05** (*Survival of Agreement*), **10.06** (*Counterparts; Integration; Effectiveness*), **10.07** (*Severability*), **10.09(a)** (*Governing Law*), **10.09(b)** (*SUBMISSION TO JURISDICTION*), **10.10** (*WAIVER OF JURY TRIAL*), and **10.11** (*Headings*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

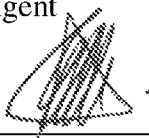
IN WITNESS WHEREOF, the Grantor and Collateral Agent have executed this Agreement as of the day and year first above written.

CANARY INSIGHTS, LLC,
as a Grantor

DocuSigned by:
By Karen Russell
Name: Karen Russell
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Reg. Date.</u>	<u>Reg. No.</u>	<u>Status</u>
United States	CANARY INSIGHTS	8/14/2014	4583110	Registered

TRADEMARK APPLICATIONS

None.

LICENSES

None.