

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CT Technologies Intermediate Holdings Inc.		12/16/2020	Corporation: DELAWARE
Smart Holdings Corp		12/16/2020	Corporation: DELAWARE
CIOX Health, LLC		12/16/2020	Limited Liability Company: GEORGIA
Medal, Inc.		12/16/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	ELEVEN MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4340852	AUDAPRO
Registration Number:	3005660	E DISCLOSE
Registration Number:	2928431	ESMARTLOG
Registration Number:	3040396	HEALTHPORT
Registration Number:	2928863	SMARTLINK
Registration Number:	5392323	CIOX
Registration Number:	5297201	CIOX
Registration Number:	5297202	CIOX HEALTH
Registration Number:	5392337	CIOX HEALTH
Registration Number:	5392347	CIOX HEALTH
Registration Number:	5392348	CIOX HEALTH
Registration Number:	5091846	ARROHEALTH
Registration Number:	5059492	AGGREGATIONIQ
Registration Number:	5280491	ARROADVANTAGE
Registration Number:	5280493	ARROCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5058647	
Registration Number:	5423012	ARROINTELLIGENCE
Registration Number:	5317685	MEDAL
Registration Number:	5257060	MEDAL
Registration Number:	5224036	MEDAL
Registration Number:	5910742	HEALTH DATA BROWSER
Registration Number:	5910741	HEALTH DATA BROWSER
Registration Number:	4882647	CAMP
Registration Number:	4882648	CAMP
Registration Number:	2864063	CARE COMMUNICATIONS
Registration Number:	2788067	CARE COMMUNICATONS
Registration Number:	4679877	CAREINNOLAB
Registration Number:	2687642	THE #1 CHOICE FOR HANDS-ON HELP IN HEALT
Registration Number:	2736044	
Serial Number:	90279097	CIOX
Serial Number:	90279114	CIOX
Serial Number:	90279057	CIOX REAL WORLD DATA
Serial Number:	90279075	CIOX REAL WORLD DATA
Serial Number:	90279090	CIOX REAL WORLD DATA
Serial Number:	90277379	DATAFIT PLATFORM

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	217730/2659
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	12/17/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of December 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all, renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2. CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS; EXECUTION

This Trademark Security 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries 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, physical delivery thereof 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. The term “**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

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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.

CT TECHNOLOGIES INTERMEDIATE HOLDINGS INC.,
as a GRANTOR

By: Lori Reel
Name: Lori Reel
Title: Chief Financial Officer, Vice President, Treasurer, Chief Accounting Officer and Assistant Secretary

SMART HOLDINGS CORP., as a GRANTOR

By: Lori Reel
Name: Lori Reel
Title: Chief Financial Officer, Vice President, Treasurer, Chief Accounting Officer and Assistant Secretary

CIOX HEALTH, LLC, as a GRANTOR

By: Lori Reel
Name: Lori Reel
Title: Chief Financial Officer, Vice President, Treasurer, Chief Accounting Officer and Assistant Secretary

MEDAL, INC., as a GRANTOR

By: Lori Reel
Name: Lori Reel
Title: Chief Financial Officer, Vice President, Treasurer, Chief Accounting Officer and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007137 FRAME: 0839

ACCEPTED AND ACKNOWLEDGED BY:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent**


By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
CIOX Health, LLC		4340852	5/28/2013
CIOX Health, LLC		3005660	10/11/2005
CIOX Health, LLC		2928431	2/22/2005
CT Technologies Intermediate Holdings, Inc.	HEALTHPORT	3040396	1/10/2006
CIOX Health, LLC		2928863	3/1/2005
Smart Holdings Corp.	CIOX	5392323	1/30/2018
Smart Holdings Corp.	CIOX	5297201	9/26/2017
Smart Holdings Corp.	CIOX HEALTH	5297202	9/26/2017

Smart Holdings Corp.	CIOX HEALTH	5392337	1/30/2018
Smart Holdings Corp.		5392347	1/30/2018
Smart Holdings Corp.		5392348	1/30/2018
CIOX Health, LLC	ARROHEALTH	5091846	11/29/16
CIOX Health, LLC	AGGREGAATIONIQ	5059492	10/11/16
CIOX Health, LLC	ARROADVANTAGE	5280491	9/5/17
CIOX Health, LLC	ARROCARE	5280493	9/5/17
CIOX Health, LLC	TRIANGLE (Design)	5058647	10/11/16
CIOX Health, LLC	ARROINTELLIGENCE	5423012	3/18/18
Medal, Inc.	MEDAL	5317685	10/24/2017
Medal, Inc.	MEDAL	5257060	8/1/2017
Medal, Inc.	MEDAL	5224036	6/13/2017

Medal, Inc.	HEALTH DATA BROWSER	5910742	11/12/2019
Medal, Inc.	HEALTH DATA BROWSER	5910741	11/12/2019
CIOX Health, LLC	CAMP	4882647	1/5/2016
CIOX Health, LLC	CAMP	4882648	1/5/2016
CIOX Health, LLC		2864063	7/20/2004
CIOX Health, LLC	CARE COMMUNICATIONS	2788067	12/2/2003
CIOX Health, LLC	CAREINNOVLAB	4679877	1/27/2015
CIOX Health, LLC	THE #1 CHOICE FOR HANDS-ON HELP IN HEALTH INFORMATION MANAGEMENT	2687642	2/11/2003
Medal, Inc.		2736044	7/15/2003

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Smart Holdings Corp.	ciOX	90279097	10/26/2020
Smart Holdings Corp.	ciOX	90279114	10/26/2020
Smart Holdings Corp.	<small>CIOX REAL WORLD DATA</small>	90279057	10/26/2020

Smart Holdings Corp.	ciOX REAL WORLD DATA	90279075	10/26/2020
Smart Holdings Corp.	ciOX REAL WORLD DATA	90279090	10/26/2020
Smart Holdings Corp.	DATAFIT PLATFORM	90277379	10/26/2020