

TRADEMARK ASSIGNMENT COVER SHEETElectronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AI-OR MANAGER LLC		12/08/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CIBC BANK USA, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	state bank: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5293101	AMBULATORY SERVICES ACHIEVEMENT AWARD
Registration Number:	5293102	BEST IN OR BUSINESS AWARD
Registration Number:	5298450	EMERGING LEADER AWARD
Registration Number:	3145131	MANAGING TODAY'S OR SUITE
Registration Number:	5309289	OR A.M.
Registration Number:	4379397	OR MANAGER
Registration Number:	3359574	OR MANAGER
Registration Number:	5278351	OR MANAGER OF THE YEAR
Registration Number:	5309219	AD EXCHANGER
Registration Number:	5309220	AD EXCHANGER

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	40180.00.0144
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	12/18/2020
<p>Total Attachments: 6</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page1.tif</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page2.tif</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page3.tif</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page4.tif</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page5.tif</p> <p>source=10.d. Supplemental Trademark Security Agreement (AI-OR)#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of December 8, 2020, is made by and between **AI-OR MANAGER, LLC** ("Company"), and **CIBC BANK USA** as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, the "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Access Intelligence LLC ("Borrower"), Agent and Lenders are parties to an Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated as of December 2, 2016, setting forth the terms on which the Lenders have previously extended, or may now or hereafter extend, credit to or for the account of Borrower.

B. The Company executed and delivered (i) a Trademark Security Agreement dated December 27, 2012 and recorded on January 29, 2013 at Reel 4963, Frame 0371 (as amended of record from time to time hereinafter, the "Original Agreement") in favor of the Agent, pursuant to which the Company pledged, assigned and granted a security interest in certain Trademarks (as defined therein) and (ii) a First Supplement to Trademark Security Agreement dated December 2, 2016 and recorded on December 2, 2016 at Reel 5934, Frame 0175 (as amended of record from time to time hereinafter, the "First Supplement").

C. As a condition to extending credit to or for the account of the Borrower, Agent has required the execution and delivery of this Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 3.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Supplement. Exhibit A to the Original Agreement is hereby supplemented, but not replaced, by Exhibit A annexed hereto.

3. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Agent a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

4. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

5. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

8. Ratification, Confirmation and Reaffirmation. Except as provided herein, all terms and conditions of the Original Agreement and First Supplement remain in full force and effect. The Company hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

c/o Access Intelligence LLC
9211 Corporate Blvd., 4th Floor
Rockville, MD 20850
Attention: James Ogle
Telephone: (301) 354-2328

AI-OR MANAGER, LLC

By: 
James Ogle
Chief Financial Officer

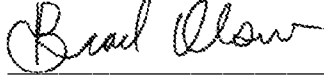
[Signature Page to Trademark Security Agreement]

VP/#41137654

TRADEMARK
REEL: 007140 FRAME: 0518

425 Lexington Ave, 4th Floor
New York, NY 10017
Attention: Bradley Olsen
Telephone: (212) 897-9019
Email: bolsen@cibc.com

CIBC BANK USA

By: 

Bradley Olsen
Managing Director

[Signature Page to Trademark Security Agreement]

EXHIBIT A

(see attached)

Trademark Schedule

AI-OR MANAGER LLC

	Reg. No.	Trademark	Owner	Registration Date
1.	5293101	AMBULATORY SERVICES ACHIEVEMENT AWARD	AI-OR Manager LLC, a Delaware limited liability company	9/19/2017
2.	5293102	BEST IN OR BUSINESS AWARD	AI-OR Manager LLC, a Delaware limited liability company	9/19/2017
3.	5298450	EMERGING LEADER AWARD	AI-OR Manager LLC, a Delaware limited liability company	9/26/2017
4.	3145131	MANAGING TODAY'S OR SUITE	AI-OR Manager LLC, a Delaware limited liability company	9/19/2006
5.	5309289	OR A.M.	AI-OR Manager LLC, a Delaware limited liability company	10/17/2017
6.	4379397	OR MANAGER	AI-OR Manager LLC, a Delaware limited liability company	8/6/2013
7.	3359574	OR MANAGER	AI-OR Manager LLC, a Delaware limited liability company	12/25/2007
8.	5278351	OR MANAGER OF THE YEAR	AI-OR Manager LLC, a Delaware limited liability company	8/29/2017
9. *	5309219	AD EXCHANGER	Jebbert LLC, a New York limited liability company	10/17/2017
10. *	5309220	AD EXCHANGER	Jebbert LLC, a New York limited liability company	10/17/2017