

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Altruista Health, Inc.		12/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5640970	A ALTRUISTA HEALTH	
<b>Registration Number:</b>	5640969	ALTRUISTA HEALTH	
<b>Registration Number:</b>	3631123	GUIDINGCARE	
<b>Registration Number:</b>	3670871	GUIDINGSIGNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0135		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	12/29/2020		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of December 29, 2020, by Altruista Health, Inc., a Delaware corporation (the “**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to Supplement No. 2, dated as of the date hereof, to the Security Agreement dated as of April 9, 2020 (as supplemented by Supplement No. 1, dated as of September 30, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in or to all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof;
- (c) all rights to sue for past, present and future infringements, dilutions or other violations thereof; and
- (d) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

**ALTRUISTA HEALTH, INC.**

By: Matthew W. Hughes

Name: Matthew Hughes

Title: Chief Financial Officer and Treasurer

ARES CAPITAL CORPORATION, as Collateral Agent


By:  \_\_\_\_\_

Name: Scott Lem

Title: Authorized Signatory

**Schedule I**  
**Trademark Registrations and Applications**

[See Attached]

Mark	Status	Services	Record Owner
<u>A ALTRUISTA HEALTH and Design</u>  RN: 5640970 SN: 87837232 Disclaimer: "HEALTH"	Registered, January 1, 2019 First Use: December, 2017 Filed: March 16, 2018 Registered: January 1, 2019	(Int'l Class: 42) Application service provider, namely, providing, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites and applications, and software for generating reports, all for others in the fields of healthcare, employee benefit programs, employee productivity, and healthcare cost risk.	Altruista Health, Inc. (Delaware Corp.) 11800 Sunrise Valley Dr., Suite 1100 Reston Virginia 20191
<u>ALTRUISTA HEALTH</u> RN: 5640969 SN: 87837221 Disclaimer: "HEALTH"	Registered, January 1, 2019 First Use: August 10, 2007 Filed: March 16, 2018 Registered: January 1, 2019	(Int'l Class: 42) Application service provider, namely, providing, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites and applications, and software for generating reports, all for others in the fields of healthcare, employee benefit programs, employee productivity, and healthcare cost risk.	Altruista Health, Inc. (Delaware Corp.) 11800 Sunrise Valley Dr., Suite 1100 Reston Virginia 20191
<u>GUIDINGCARE</u> RN: 3631123 SN: 77604251	Renewed, June 2, 2019 First Use: February 1, 2008 Filed: October 30, 2008 Registered: June 2, 2009 Last Renewal: June 2, 2019	(Int'l Class: 42) application service provider, namely, providing, hosting, managing, developing, researching, analyzing, reporting, and maintaining applications, software, web sites, and databases of others in the fields of healthcare, benefits programs, employee productivity, risk management	Altruista Health, Inc. (Delaware Corp.) 11800 Sunrise Valley Dr., Suite 1100 Reston Virginia 20191
<u>GUIDINGSIGNS</u> RN: 3670871 SN: 77604267	Renewed, August 18, 2019 First Use: October 7, 2008 Filed: October 30, 2008 Registered: August 18, 2009 Last Renewal: August 18, 2019	(Int'l Class: 42) application service provider, namely, providing, hosting, managing, developing, researching, analyzing, reporting, and maintaining applications, software, web sites, and databases of others in the fields of healthcare, benefits programs, employee productivity, risk management	Altruista Health, Inc. (Delaware Corp.) 11800 Sunrise Valley Dr., Suite 1100 Reston Virginia 20191