

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELEVATE HEALTH GROUP, LLC	FORMERLY RELEVATE HEALTH GROUP INC.	11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	c/o Monroe Capital LLC		
Internal Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1991303	SPIRIT OF WOMEN	
Registration Number:	2499102	SPIRIT OF WOMEN	
Registration Number:	2876959	DAY OF DANCE	
Registration Number:	3255897	HEARTCARING	
Registration Number:	3424444	HEALTH IS ACTION	
Registration Number:	3632601	PRACTICESHARE	
Registration Number:	3704346	SPIRIT OF WOMEN	
Registration Number:	4135192	HAND IN HAND	
Registration Number:	5091679	SPIRIT HEALTH FOUNDATION	
Registration Number:	5545422	RELEVATE	
Registration Number:	5545424	RELEVATE	
Registration Number:	5943009	PRACTICESHARE	
Registration Number:	5944266	ELEVATE YOUR RELEVANCE	
Registration Number:	6187528	WINGMAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	11/20/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of November 20, 2020, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

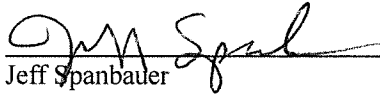
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

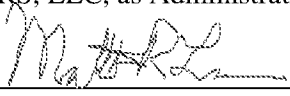
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

RELEVATE HEALTH GROUP, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Jeff Spanbauer
Title: President and Treasurer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Matthew R. Lane
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Remarks
United States of America	SPIRIT OF WOMEN	74/716,304	16-Aug-1995	1,991,303	06-Aug-1996	Relevate Health Group Inc.	Renewal Due 08/06/2026
United States of America	SPIRIT OF WOMEN	75/980,415	27-Mar-1996	2,499,102	16-Oct-2001	Relevate Health Group Inc.	Renewal Due 10/16/2021
United States of America	DAY OF DANCE	76/975,859	13-Jun-2002	2,876,959	24-Aug-2004	Relevate Health Group Inc.	Renewal Due 08/24/2024
United States of America	HEARTCARING	78/941,444	31-Jul-2006	3,255,897	26-Jun-2007	Relevate Health Group Inc.	Renewal Due 06/26/2027
United States of America	HEALTH IS ACTION	78/834,582	10-Mar-2006	3,424,444	06-May-2008	Relevate Health Group Inc.	Renewal due 05/06/2028
United States of America	PRACTICESHARE	77/413,194	05-Mar-2008	3,632,601	02-Jun-2009	Relevate Health Group Inc.	Renewal due 06/02/2029
United States of America	SPIRIT OF WOMEN	77/575,765	22-Sep-2008	3,704,346	03-Nov-2009	Relevate Health Group Inc.	Renewal due 11/03/2029
United States of America	HAND IN HAND	85/411,673	31-Aug-2011	4,135,192	01-May-2012	Relevate Health Group Inc.	Renewal due 05/01/2022
United States of America	SPIRIT HEALTH FOUNDATION	86/389,847	09-Sep-2014	5,091,679	29-Nov-2016	Relevate Health Group Inc.	Aff of Use Due 11/29/2022
United States of America	RELEVATE	87/760,640	18-Jan-2018	5,545,422	21-Aug-2018	Relevate Health Group Inc.	Aff of Use due 08/21/2024

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Remarks
United States of America	RELEVATE	87/760,644	18-Jan-2018	5,545,424	21-Aug-2018	Relevate Health Group Inc.	Aff of Use due 08/21/2024
United States of America	PRACTICESHARE	88/454,270	31-May-2019	5,943,009	24-Dec-2019	Relevate Health Group Inc.	Aff of Use due 12/24/2025
United States of America	ELEVATE YOUR RELEVANCE	88/546,379	29-Jul-2019	5,944,266	24-Dec-2019	Relevate Health Group Inc.	Aff of Use due 12/24/2025
United States of America	WINGMAN	87/760,636	18-Jan-2018	6,187,528	03-Nov-2020	Relevate Health Group Inc.	

TRADEMARK

REEL: 007150 FRAME: 0174

RECORDED: 11/20/2020