

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Healthcare Opco, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86957635	CORDANT COMPREHENSIVE ORAL FLUID RX EVAL	
Serial Number:	86957637	CORDANT CORE	
Serial Number:	88096127	CORDANT HEALTH SOLUTIONS	
Serial Number:	86648769	CORDANT INTEGRATED MEDICATION MONITORING	
Serial Number:	86648764	CORDANT PHARMACY SOLUTIONS	
Serial Number:	86834595	CORDANT SENTRY	
Serial Number:	86648788	CORDANT WORKERS' COMPENSATION SOLUTIONS	
Serial Number:	88604532	CORDANT AIMM CARE	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435626		
Email:	tlockley@mcguirewoods.com		
Correspondent Name:	Tequira Lockley - Paralegal		
Address Line 1:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2043774.0035		

OP \$215.00 86957635

NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	12/30/2020
Total Attachments: 7 source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page1.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page2.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page3.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page4.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page5.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page6.tif source=Madison_Sterling - Intellectual Property Security Agreement (Trademarks) (2020)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 30, 2020, is made by **STERLING HEALTHCARE OPCO, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **MADISON CAPITAL FUNDING LLC** ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 4, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of February 4, 2015, by Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Intellectual Property Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, provided that the Intellectual Property Collateral shall not include the Excluded Property (the "Intellectual Property Collateral"):

(a) all of its Trademarks and all Trademark Licenses including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all of its Patents and all Patent Licenses including, without limitation, those Patents referred to on Schedule 2 hereto;

(c) all of its Copyrights and Copyright Licenses including, without limitation, those Copyrights referred to on Schedule 3;

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, Patent, and Copyright;

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing; and

(g) all rights and remedies with respect to the foregoing, including, without limitation, to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (including the right to receive all proceeds and damages therefrom).

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

STERLING HEALTHCARE OPCO, LLC,
as Grantor

By: 
Name: Susan Sommer
Title: President




ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Curtis Krumreich
Title: Vice President

**SCHEDULE 1
TO
INTELLECTUAL SECURITY AGREEMENT**

TRADEMARKS

Owner	Mark	Serial Number	Application Number (Application Date)	Registration Number (Registration Date)
Sterling Healthcare Opco, LLC	CORDANT COMPREHENSIVE ORAL FLUID RX EVALUATION	86957635		5514243 Jul. 10, 2018
Sterling Healthcare Opco, LLC	CORDANT CORE	86957637		5355775 Dec. 12, 2017
Sterling Healthcare Opco, LLC	CORDANT HEALTH SOLUTIONS	88096127		5744240 May 7, 2019
Sterling Healthcare Opco, LLC		86648769		5101210 Dec. 13, 2016
Sterling Healthcare Opco, LLC		86648764		5101209 Dec. 13, 2016
Sterling Healthcare Opco, LLC	CORDANT SENTRY	86834595		5351120 Dec. 05, 2017
Sterling Healthcare Opco, LLC		86648788		5101211 Dec. 13, 2016
Sterling Healthcare Opco, LLC	CORDANT AIMM CARE	88604532	PENDING Sep. 04, 2019	

**SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

None.

**SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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None.