

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624402

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
RESUBMIT DOCUMENT ID:	900586023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthco Information Systems, LLC		12/16/2020	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Keybank National Association, as Administrative Agent		
Street Address:	4900 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144-2302		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4702493	HEALTHCO INFORMATION SYSTEMS	
Registration Number:	4620251	HEALTHCO INFORMATION SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	020445.000142		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/04/2021		
Total Attachments: 9			
source=Cover_Letter_for_Resubmission_of_TSA_from_Healthco_to_Keybank#page1.tif			

source=Cover Sheet for Assignment for TSA filed 12-16-2020#page1.tif

source=Cover Sheet for Assignment for TSA filed 12-16-2020#page2.tif

source=TSA from Healthco Information Systems, LLC to Keybank National Association, as AA#page1.tif

source=TSA from Healthco Information Systems, LLC to Keybank National Association, as AA#page2.tif

source=TSA from Healthco Information Systems, LLC to Keybank National Association, as AA#page3.tif

source=TSA from Healthco Information Systems, LLC to Keybank National Association, as AA#page4.tif

source=TSA from Healthco Information Systems, LLC to Keybank National Association, as AA#page5.tif

source=Notice of Non-Recordation for TSA from Healthco to Keybank#page1.tif

TRADEMARK SECURITY AGREEMENT dated as of December 16, 2020 (this “Agreement”), among the undersigned Loan Parties (collectively, the “Grantors” and each, a “Grantor”) and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 16, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Quatris HealthCo, LLC, a Delaware limited liability company (“Holdings”), QHCO, LLC, a Delaware limited liability company (“Borrower”), the Lenders and the Issuing Bank from time to time party thereto and the Administrative Agent, and (b) the Collateral Agreement dated as December 16, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise), each Grantor hereby pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, unfair competition and/or deceptive trade practices related to the foregoing.

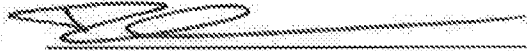
SECTION 3. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HEALTHCO INFORMATION SYSTEMS,
LLC, as a Grantor

By: 
Name: Dustin Wienecke
Title: Chief Operating Officer

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent,

By: _____
Name:
Title:

HEALTHCO INFORMATION SYSTEMS, LLC
TRADEMARK SECURITY AGREEMENT

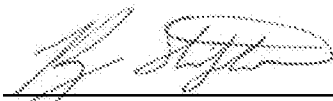
TRADEMARK
REEL: 007210 FRAME: 0290

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HEALTHCO INFORMATION SYSTEMS, LLC,

By: _____
Name:
Title:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent,

By:  _____
Name: Ryan Stilphen
Title: Director

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registration

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
Healthco Information Systems, LLC	HEALTHCO INFORMATION SYSTEMS and Design	4702493	03/17/2015
Healthco Information Systems, LLC	HEALTHCO INFORMATION SYSTEMS	4620251	10/14/2014