

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AccentHealth LLC		03/08/2021	Limited Liability Company: DELAWARE
ContextMedia Health, LLC		03/08/2021	Limited Liability Company: DELAWARE
PatientPoint Network Solutions, LLC		03/08/2021	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Balance Point Capital Partners III, L.P., as Administrative Agent
Street Address:	285 Riverside Avenue, Suite 200
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3799364	HEALTHY ADVICE
Registration Number:	3799382	HEALTHY ADVICE
Registration Number:	3799546	PRACTICEWIRE
Registration Number:	4447194	PATIENTPOINT
Registration Number:	4447213	PATIENTPOINT
Registration Number:	4447216	PATIENTPOINT
Registration Number:	4443403	PATIENTPOINT
Registration Number:	4443404	PATIENTPOINT
Registration Number:	5865471	MAKING EVERY DOCTOR-PATIENT ENGAGEMENT B
Registration Number:	4690995	FIRST FILL TO REFILL
Registration Number:	4710642	PATIENTPOINTS
Registration Number:	4900137	PATIENTPOINT 360°
Registration Number:	6247842	POINT OF CARE ANYWHERE
Registration Number:	4704920	PAGESCIENCE
Registration Number:	4704921	PAGEMATCH

CH \$615.00 3799364

Property Type	Number	Word Mark
Registration Number:	5409270	NEW PATIENT START PROGRAM
Registration Number:	5558482	OUTCOME HEALTH
Registration Number:	6264067	OUTCOME HEALTH
Registration Number:	5558480	OUTCOME HEALTH
Registration Number:	5563551	
Registration Number:	5558481	OUTCOME
Serial Number:	88078400	#ABETTEROUTCOME
Serial Number:	90248498	
Serial Number:	90248506	OUTCOME

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	392135-16
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/09/2021

Total Attachments: 8

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE ADMINISTRATIVE AGENT ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 8, 2021, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), BY AND BETWEEN BLUE TORCH FINANCE LLC, AS FIRST LIEN AGENT, AND BALANCE POINT CAPITAL PARTNERS III, L.P., AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2021, is made by AccentHealth LLC, a Delaware limited liability company, ContextMedia Health, LLC, a Delaware limited liability company, and PatientPoint Network Solutions, LLC, an Ohio limited liability company (each, a “Grantor” and, collectively, the “Grantors”), in favor of Balance Point Capital Partners III, L.P. (“Balance Point”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 8, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among PatientPoint Network Solutions, LLC (the “Borrower Representative”), PatientPoint Health Technologies Holdings III LLC (“Holdings”), the other Loan Parties and the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 8, 2021, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in 10.10(b)(iii) of the Credit Agreement, Administrative Agent, at the request and the expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

CONTEXTMEDIA HEALTH, LLC

ACCENTHEALTH LLC

PATIENTPOINT NETWORK SOLUTIONS, LLC

By: Patrick O'Brien

Name: Patrick O'Brien

Title: Chief Financial Officer, Treasurer, and
Secretary

[Signature Page to Second Lien Trademark Security Agreement]

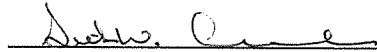
TRADEMARK

REEL: 007215 FRAME: 0222

ACCEPTED AND AGREED
as of the date first above written:

BALANCE POINT CAPITAL PARTNERS III, L.P.,
as Administrative Agent

By: Balance Point Capital Managers III, LLC, its general partner

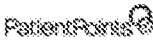

By: 
Name: Seth Alvord
Title: Managing Partner

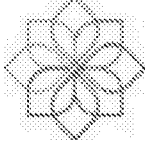
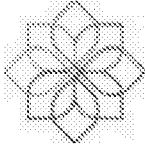
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
PatientPoint Network Solutions, LLC	<u>U.S.</u>	HEALTHY ADVICE	3,799,364	19-Oct-2009	08-Jun-2010
PatientPoint Network Solutions, LLC	<u>U.S.</u>	HEALTHY ADVICE	3,799,382	19-Oct-2009	08-Jun-2010
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PRACTICEWIRE	3,799,546	16-Dec-2009	08-Jun-2010
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PATIENTPOINT	4,447,194	16-Apr-2013	10-Dec-2013
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PATIENTPOINT	4,447,213	16-Apr-2013	10-Dec-2013
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PatientPoint 	4,447,216	16-Apr-2013	10-Dec-2013
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PatientPoint 	4,443,403	16-Apr-2013	03-Dec-2013
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PatientPoint 	4,443,404	16-Apr-2013	03-Dec-2013
PatientPoint Network Solutions, LLC	<u>U.S.</u>	MAKING EVERY DOCTOR-PATIENT ENGAGEMENT BETTER	5,865,471	14-Jul-2018	24-Sep-2019
PatientPoint Network Solutions, LLC	<u>U.S.</u>	FIRST FILL TO REFILL	4,690,995	19-Feb-2014	24-Feb-2015

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PATIENTPOINTS and Design 	4,710,642	19-Feb-2014	31-Mar-2015
PatientPoint Network Solutions, LLC	<u>U.S.</u>	PATIENTPOINT 360°	4,900,137	12-Mar-2014	16-Feb-2016
PatientPoint Network Solutions, LLC	<u>U.S.</u>	POINT OF CARE ANYWHERE	6,247,842	19-Jun-2020	12-Jan-2021
AccentHealth LLC	<u>U.S.</u>	PAGESCIENCE	4,704,920	09-Dec-2013	17-Mar-2015
AccentHealth LLC	<u>U.S.</u>	PAGEMATCH	4,704,921	09-Dec-2013	17-Mar-2015
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	#ABETTEROUTCOME	Appl. No. 88/078,400	14-Aug-2018	
ContextMedia Health, LLC a/k/a ContextMedia	<u>U.S.</u>	NEW PATIENT START PROGRAM	5,409,270	23-Mar-2017	20-Feb-2018
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	OUTCOME HEALTH	5,558,482	09-May-2017	11-Sep-2018
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	OUTCOME HEALTH	6,264,067	09-Jan-2020	09-Feb-2021
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	OUTCOME HEALTH 	5,558,480	09-May-2017	11-Sep-2018

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>		Appl. No. 90/248,498	12-Oct-2020	
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>		5,563,551	09-May-2017	18-Sep-2018
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	OUTCOME	Appl. No. 90/248,506	12-Oct-2020	
ContextMedia Health, LLC d/b/a Outcome Health	<u>U.S.</u>	OUTCOME	5,558,481	09-May 2017	

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None