

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABILITY Network Inc.		03/19/2021	Corporation: DELAWARE
Inovalon, Inc.		03/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1300 Thames Street, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90326635	QSHR	
Serial Number:	90232154	INOVALON VACCINEWATCH	
Serial Number:	90232137	VACCINEWATCH	
Serial Number:	90218130	INOVALON DATASTREAM	
Serial Number:	88369203	COMPLEXCARE SOLUTIONS	
Serial Number:	88369177	COMPLEXCARE SOLUTIONS	
Serial Number:	88914089	CAREADVISER	
Serial Number:	88939831	INFECTIONWATCH	
Serial Number:	88914098	IVANS NOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COAGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 90326635

ATTORNEY DOCKET NUMBER:	1343277 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/19/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

March 19, 2021

WHEREAS, ABILITY Network Inc. and Inovalon, Inc., Delaware corporations (herein referred to as the “**Grantors**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, INOVALON HOLDINGS, INC. (the “**Borrower**”), the financial institutions from time to time parties thereto as lenders (the “**Lenders**”), the issuing banks from time to time parties thereto and Morgan Stanley Senior Funding, Inc., as administrative agent (the “**Administrative Agent**”) are parties to a Credit Agreement dated as of April 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 2, 2018 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors have guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantors’ Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors grant to the Grantee, to secure the Grantors’ Secured Guarantee, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto (excluding any intent-to-use application), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantors is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantors (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantors under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; provided that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The Grantors irrevocably (until all of the Release Conditions are satisfied) constitute and appoint the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantors or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

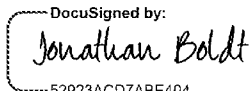
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ABILITY NETWORK INC.

INOVALON, INC.

By: 
Name: Jonathan R. Boldt
Title: CFO

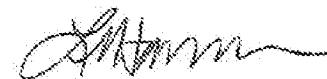
Acknowledged:

**MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent**

By: _____
Name:
Title:

Acknowledged:
**MORGAN STANLEY SENIOR
FUNDING, INC.,**
as Administrative Agent

By: _____



Name: Lisa Hanson
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007227 FRAME: 0206

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

Pending Trademark applications:

Owner	Trademark Notes	Application Number	Filing Date
Inovalon, Inc.	QSHR	90/326635	November 18, 2020
Inovalon, Inc.	INOVALON VACCINEWATCH	90/232154	October 2, 2020
Inovalon, Inc.	VACCINEWATCH	90/232137	October 2, 2020
Inovalon, Inc.	INOVALON DATASTREAM	90/218130	September 28, 2020
Inovalon, Inc.	COMPLEXCARE SOLUTIONS & Design	88/369203	April 2, 2019
Inovalon, Inc.	COMPLEXCARE SOLUTIONS	88/369177	April 3, 2019
Inovalon, Inc.	CAREADVISER	88/914089	May 13, 2020
Inovalon, Inc.	INFECTIONWATCH	88/939831	May 29, 2020
ABILITY Network Inc.	IVANS NOW	88/914098	May 13, 2020