

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Management Systems, Inc.		04/01/2021	Corporation: NEW YORK
HMS Holdings Corp.		04/01/2021	Corporation: DELAWARE
Permedion, Inc.		04/01/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 Chase Metrotech Center
Internal Address:	MC: NY1-C413, CIB DMO WLO
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	6084432	
Registration Number:	3982231	CLAIMS INTEGRITY MATTERS.
Registration Number:	3955539	CLAIMS INTEGRITY MATTERS.
Registration Number:	3429017	COBMANAGER
Registration Number:	5587826	ELLI
Registration Number:	6181158	FRAUDCAPTURE
Registration Number:	5145414	HMS
Registration Number:	5085440	HMS
Registration Number:	5561705	HMS 360
Registration Number:	5561704	HMS 360
Registration Number:	4760471	HMS ELIGIBILITYSOURCE
Registration Number:	5496909	HMS FEDERAL
Registration Number:	5491840	HMS FEDERAL SOLUTIONS
Registration Number:	4392430	HMS INTEGRITYSOURCE
Registration Number:	2635885	INTEGRIGUARD
Registration Number:	2637786	OUTPATIENT CHARGE ANALYSIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2620140	PERMEDION
Registration Number:	6000129	SOLARIS
Registration Number:	5991228	SOLARIS PLUS
Registration Number:	5991229	SOLARISPLUS
Registration Number:	3870666	HDI
Serial Number:	90310101	HMS CARES
Serial Number:	90310105	HMS CARES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/02/2021

Total Attachments: 7

- source=13(a). Mustang - Trademark Security Agreement (1L)#page1.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page2.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page3.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page4.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Health Management Systems, Inc.
- 2. HMS Holdings Corp.
- 3. Permedion, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. NY; 2. DE; 3. NY
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 1, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 4 Chase Metrotech Center, MC: NY1-C413, CIB DMO WLO

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal
 Internal Address: _____
 Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip
 City: New York
 State: NY Zip: 10005
 Phone Number: (212) 701-3365
 Docket Number: _____
 Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: *Elaine Carrera*
Signature

April 1, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 373-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of April 1, 2021 (this “**Trademark Security Agreement**”), by Health Management Systems, Inc., a New York corporation, HMS Holdings Corp., a Delaware corporation, and Permedion, Inc., a New York corporation (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Gainwell Holding Corp. (f/k/a Milano Holding Corp.), a Delaware corporation (“**Holdings**”), Gainwell Acquisition Corp. (f/k/a Milano Acquisition Corp.), a Delaware corporation (“**Gainwell**”), the other Grantors party thereto and the Administrative Agent, 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 to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

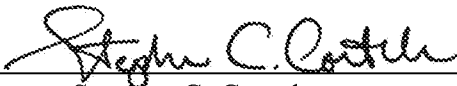
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

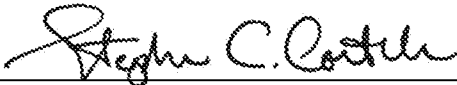
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

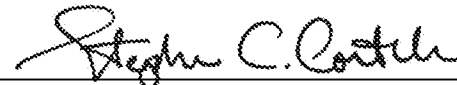
HMS HOLDINGS CORP.

By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

HEALTH MANAGEMENT SYSTEMS, INC.

By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

PERMEDION, INC.





By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

by  _____
Bruce S. Borden
Executive Director


Schedule I
Trademark Registrations and Use Applications

Registrations:

TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
 (Ribbon Logo)	Health Management Systems, Inc.	6084432
CLAIMS INTEGRITY MATTERS	Health Management Systems, Inc.	3982231
CLAIMS INTEGRITY MATTERS <i>(stylized)</i> 	Health Management Systems, Inc.	3955539
COBMANAGER (Supplemental Register)	Health Management Systems, Inc.	3429017
ELLI	Health Management Systems, Inc.	5587826
FRAUDCAPTURE	Health Management Systems, Inc.	6181158
HMS	Health Management Systems, Inc.	5145414
HMS (and Design) 	Health Management Systems, Inc.	5085440
HMS 360	Health Management Systems, Inc.	5561705
HMS 360 (and Design) 	Health Management Systems, Inc.	5561704
HMS ELIGIBILITY SOURCE	Health Management Systems, Inc.	4760471
HMS FEDERAL	Health Management Systems, Inc.	5496909
HMS FEDERAL SOLUTIONS	Health Management Systems, Inc.	5491840

TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
HMS INTEGRITY SOURCE	Health Management Systems, Inc.	4392430
INTEGRIGUARD	HMS Holdings Corp.	2635885
OUTPATIENT CHARGE ANALYSIS (Supplemental Register)	Health Management Systems, Inc.	2637786
PERMEDION	Permedion, Inc.	2620140
SOLARIS	Health Management Systems, Inc.	6000129
SOLARIS PLUS	Health Management Systems, Inc.	5991228
SOLARISPLUS (and Design) 	Health Management Systems, Inc.	5991229
	Health Management Systems, Inc.	3870666

Applications:

TITLE	OWNER	APPLICATION NUMBER
HMS CARES	Health Management Systems, Inc.	Pending; App. No. 90/310101
HMS CARES (and Design) 	Health Management Systems, Inc.	Pending; App. No. 90/310105