

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636619

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Intellectual Property Security Agreement |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-------------------------------------|
| NThrive Revenue Systems, LLC | | 01/28/2021 | Limited Liability Company: DELAWARE |
| Equation Consulting, LLC | | 01/28/2021 | Limited Liability Company: UTAH |
| NThrive, Inc. | | 01/28/2021 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Deutsche Bank AG New York Branch, as Collateral Agent |
| Street Address: | 60 Wall Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | Foreign Banking Corporation: GERMANY |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3012917 | ABN MANAGER |
| Registration Number: | 2954798 | ABN MANAGER PRO |
| Registration Number: | 3183815 | CAREPRICER |
| Registration Number: | 2939754 | CDM INFORMANT |
| Registration Number: | 3034215 | CDM MANAGER |
| Registration Number: | 3422296 | CDM MASTER |
| Registration Number: | 2555846 | CLAIMSHOP |
| Registration Number: | 3160078 | CROSSWALK |
| Registration Number: | 4877097 | DATARIVER |
| Registration Number: | 5480491 | FROM PATIENT-TO-PAYMENT, NTHRIVE EMPOWER |
| Registration Number: | 2937812 | INFORMANT |
| Registration Number: | 3017282 | KNOWLEDGEASSIST |
| Registration Number: | 2939752 | KNOWLEDGESOURCE |
| Registration Number: | 2939753 | KNOWLEDGESOURCE PRO |
| Registration Number: | 5324926 | NTHRIVE |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 5219792 | NTHRIVE |
| Registration Number: | 5201636 | NTHRIVE |
| Registration Number: | 5201638 | NTHRIVE |
| Registration Number: | 5219794 | NTHRIVE |
| Registration Number: | 5219795 | NTHRIVE |
| Registration Number: | 5399988 | NTHRIVE |
| Registration Number: | 5384155 | NTHRIVE |
| Registration Number: | 5384156 | NTHRIVE |
| Registration Number: | 5399990 | NTHRIVE |
| Registration Number: | 5384159 | NTHRIVE |
| Registration Number: | 5399992 | NTHRIVE |
| Registration Number: | 3403518 | PATIENT FRIENDLY ESTIMATES |
| Registration Number: | 2939749 | REVENUEDASHBOARD |
| Registration Number: | 2276562 | HARVEST |
| Registration Number: | 3810680 | EQUATION |
| Registration Number: | 3813791 | |
| Serial Number: | 88910234 | NTHRIVE |
| Serial Number: | 88857818 | CDM MANAGEMENT |

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1111779-2859-S216 |
| NAME OF SUBMITTER: | Justine Lu |
| SIGNATURE: | /Justine Lu/ |
| DATE SIGNED: | 04/02/2021 |

Total Attachments: 10
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated January 28, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Deutsche Bank AG New York Branch ("DB"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MedAssets Software Intermediate Holdings, Inc., a Delaware corporation (the "Borrower") and MedAssets Software Finance Holdings, Inc., a Delaware corporation ("Holdings") have entered into that certain First Lien Credit Agreement dated as of January 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders from time to time party thereto and DB, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of January 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral");

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the "Patents");

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be

granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law,

including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

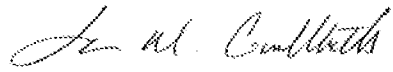
F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

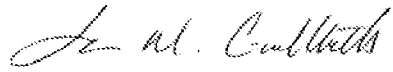
NTHRIVE REVENUE SYSTEMS, LLC,
a Delaware limited liability company

By: 
Name: Lance Culbreth
Title: Chief Financial Officer

EQUATION CONSULTING, LLC,
a Utah limited liability company

By: 
Name: Lance Culbreth
Title: Chief Financial Officer

NTHRIVE, INC.,
a Delaware corporation

By: 
Name: Lance Culbreth
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH
as Collateral Agent

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: (212) 250-2966

SCHEDULE A

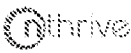
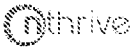



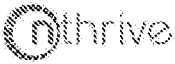
Patents and Patent Applications

None.


SCHEDULE B

Trademarks and Trademark Applications

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Current Owner of Record |
|--|------------------------------------|--------------------------------|---------------|------------------------------------|
| ABM MANAGER | 78303063 9/19/2003 | 3012917 11/8/2005 | Registered | nThrive Revenue Systems, LLC |
| ABN MANAGER PRO | 78303436 9/22/2003 | 2954798 5/24/2005 | Registered | nThrive Revenue Systems, LLC |
| CAREPRICER | 78809439 2/7/2006 | 3183815 12/12/2006 | Registered | nThrive Revenue Systems, LLC |
| CDM INFORMANT | 78303901 9/22/2003 | 2939754 4/12/2005 | Registered | nThrive Revenue Systems, LLC |
| CDM MANAGER | 78303061 9/19/2003 | 3034215 12/27/2005 | Registered | nThrive Revenue Systems, LLC |
| CDM MASTER | 77259904 8/20/2007 | 3422296 5/6/2008 | Registered | nThrive Revenue Systems, LLC |
| CLAIMSHOP | 76274788 6/21/2001 | 2555846 4/2/2002 | Registered | nThrive Revenue Systems, LLC |
| CROSSWALK | 78449195 7/12/2004 | 3160078 10/17/2006 | Registered | nThrive Revenue Systems, LLC |
| DATARIVER | 86596457 4/14/2015 | 4877097 12/29/2015 | Registered | Equation Consulting, LLC |
| FROM PATIENT-TO- PAYMENT, NTHRIVE EMPOWERS HEALTH CARE FOR EVERY ONE IN EVERY COMMUNITY | 87656041 10/23/2017 | 5480491 5/29/2018 | Registered | nThrive, Inc. |
| INFORMANT | 78303899 9/22/2003 | 2937812 4/5/2005 | Registered | nThrive Revenue Systems, LLC |
| KNOWLEDGEASSIST | 78304624 9/24/2003 | 3017282 11/22/2005 | Registered | nThrive Revenue Systems, LLC |
| KNOWLEDGESOURCE | 78303769 9/22/2003 | 2939752 4/12/2005 | Registered | nThrive Revenue Systems, LLC |
| KNOWLEDGESOURCE PRO | 78303783 9/22/2003 | 2939753 4/12/2005 | Registered | nThrive Revenue Systems, LLC |
| NTHRIVE | 87061151 6/6/2016 | 5324926 10/31/2017 | Registered | nThrive, Inc. |
| NTHRIVE | 87061376 6/6/2016 | 5219792 6/6/2017 | Registered | nThrive, Inc. |
| NTHRIVE | 87061350 6/6/2016 | 5201636 5/9/2017 | Registered | nThrive, Inc. |
| NTHRIVE | 87062218 6/6/2016 | 5201638 5/9/2017 | Registered | nThrive, Inc. |
| NTHRIVE | 87062240 6/6/2016 | 5219794 6/6/2017 | Registered | nThrive, Inc. |
| NTHRIVE | 87062249 6/6/2016 | 5219795 6/6/2017 | Registered | nThrive, Inc. |

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Current Owner of Record |
|---|----------------------------|------------------------|------------|---------------------------------|
| NTHRIVE and Design  | 87420027 4/21/2017 | 5399988 2/13/2018 | Registered | nThrive, Inc. |
| NTHRIVE and Design  | 87420066 4/21/2017 | 5384155 1/23/2018 | Registered | nThrive, Inc. |
| NTHRIVE and Design  | 87420395 4/21/2017 | 5384156 1/23/2018 | Registered | nThrive, Inc. |
| NTHRIVE and Design  | 87420418 4/21/2017 | 5399990 2/13/2018 | Registered | nThrive, Inc. |
| NTHRIVE and Design  | 87420471 4/21/2017 | 5384159 1/23/2018 | Registered | nThrive, Inc. |
| NTHRIVE and Design  | 87420531 4/21/2017 | 5399992 2/13/2018 | Registered | nThrive, Inc. |
| PATIENT FRIENDLY ESTIMATES | 78930563 7/17/2006 | 3403518 3/25/2008 | Registered | nThrive Revenue Systems, LLC |
| REVENUEDASHBOAR D | 78303066 9/19/2003 | 2939749 4/12/2005 | Registered | nThrive Revenue Systems, LLC |
| HARVEST | 75362976 9/25/1997 | 2276562 9/7/1999 | Registered | nThrive Revenue Systems, LLC |
| EQUATION | 77870610 11/11/2009 | 3810680 6/29/2010 | Registered | Equation Consulting, LLC |
| [DESIGN ONLY] | 77870651 11/11/2009 | 3813791 7/6/2010 | Registered | Equation Consulting, LLC |

Trademark Applications:

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Current Owner of Record |
|--|----------------------------|------------------------|---------------------------------|----------------------------|
| NTHRIVE and Design  | 88910234 5/11/2020 | — | Pending | nThrive, Inc. |
| CDM MANAGEMENT | 88857818 4/2/2020 | — | Pending Intent to Use | nThrive, Inc. |

SCHEDULE C

Copyrights

| Claimant | Title | Reg. No. | Reg. Date |
|------------------------------|---|-----------------|------------------|
| nThrive Revenue Systems, LLC | Postlink | TX0006456665 | 11/06/2006 |
| nThrive Revenue Systems, LLC | Postlink | TX0006314331 | 1/28/2016 |
| nThrive Revenue Systems, LLC | Taskmaster | TX0006184500 | 06/06/2005 |
| nThrive Revenue Systems, LLC | BPI.net | TX0006184501 | 06/06/2005 |
| nThrive Revenue Systems, LLC | Global Foundation (v3.2) | TXu001695562 | 12/08/2010 |
| nThrive Revenue Systems, LLC | Crosswalk | TX0006196321 | 06/07/2005 |
| nThrive Revenue Systems, LLC | Crosswalk V3.0 | TX0007056310 | 02/05/2008 |
| nThrive Revenue Systems, LLC | CrossWalk V.3.0 / by MedAssets Net Revenue Systems. | TX0006314332 | 1/28/2016 |
| nThrive Revenue Systems, LLC | MDXDirect | TX0007074698 | 01/11/2008 |
| nThrive Revenue Systems, LLC | PPO Pro | TX0006976799 | 01/17/2008 |
| nThrive Revenue Systems, LLC | Summit | TX0007074924 | 01/11/2008 |
| nThrive Revenue Systems, LLC | URDirect | TX0006967049 | 01/11/2008 |
| nThrive Revenue Systems, LLC | xClaim | TX0007100498 | 01/11/2008 |
| nThrive Revenue Systems, LLC | xConnect | TX0006948245 | 01/07/2008 |
| nThrive Revenue Systems, LLC | xDM | TX0006948297 | 01/07/2008 |
| nThrive Revenue Systems, LLC | xReport | TX0006948288 | 01/07/2008 |
| nThrive Revenue Systems, LLC | Dart | TX0006987872 | 01/22/2008 |
| nThrive Revenue Systems, LLC | DMS | TX0006973681 | 02/06/2008 |
| nThrive Revenue Systems, LLC | Accupost | TX0006962010 | 01/09/2008 |
| nThrive Revenue Systems, LLC | Marss | TX0007074967 | 01/11/2008 |