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

CH $840.00 3012917

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

TRADEMARK
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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

[Signature Page to First Lien Intellectual Property Security Agreement]

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
REVENUEDASHBOARD	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