

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDRISK HOLDCO, LLC		05/10/2021	Limited Liability Company: DELAWARE
MEDRISK, LLC		05/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	600 WASHINGTON BLVD.		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5298146	NEXGEN ADVANTAGE	
Registration Number:	5213110	MEDRISK RESTORE	
Registration Number:	3701149	SPNET CLINICAL SOLUTIONS FOR WORKERS' CO	
Registration Number:	3679339	SPNET	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	AUSTIN GROSSFELD		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40212/15		
NAME OF SUBMITTER:	AUSTIN GROSSFELD		
SIGNATURE:	/AUSTIN GROSSFELD/		

CH \$115.00 5298146

DATE SIGNED:	05/12/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of May 10, 2021, by MEDRISK, LLC, a Delaware limited liability company, and MEDRISK HOLDCO, LLC, a Delaware limited liability company (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of UBS AG, STAMORD BRANCH, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement dated as of May 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an

“intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past, present and future infringements or other violations of any of the foregoing; and
- (d) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. 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 to the extent of the conflict.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

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.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

MEDRISK, LLC,
as a Grantor

By: TW

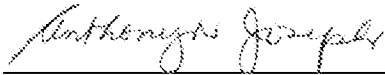
Name: Thomas Weir
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

MEDRISK HOLDCO, LLC,
as a Grantor

By: TW

Name: Thomas Weir
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

Accepted and Agreed:
UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Anthony N. Joseph
Title: Associate Director

By: 
Name: Houssein Daly
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
NEXGEN ADVANTAGE	MEDRISK, LLC	87228157	07-NOV-2016	5298146	26-SEP-2017
MEDRISK RESTORE	MEDRISK, LLC	87205418	17-OCT-2016	5213110	30-MAY-2017
SPNET CLINICAL SOLUTIONS FOR WORKERS' COMPENSATION	MEDRISK HOLDCO, LLC	77675062	20-FEB-2009	3701149	27-OCT-2009
SPNET	MEDRISK HOLDCO, LLC	77675080	20-FEB-2009	3679339	08-SEP-2009