OP \$40.00 5957470

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM649796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Healthcare Exchange, LLC		05/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent			
Street Address:	245 Park Avenue, 44th Floor			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10167			
Entity Type:	Corporation: MARYLAND			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Registration Number:	5957470	UNITING THE BEST OF HEALTHCARE		

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1380732 2L TM
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	05/26/2021

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 26, 2021, is made by Global Healthcare Exchange, LLC, a Delaware limited liability company (the "Grantor"), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of June 30, 2017 (as supplemented by the Joinder Agreement, dated as of January 13, 2020, among the Parent, the Borrower, Ares Capital Corporation and the other parties thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Commerce Parent, Inc., a Delaware corporation (the "Parent"), GHX Ultimate Parent Corporation, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a Second Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with Supplement No. 1 thereto, dated as of March 12, 2020, between Lumere, Inc. and the Collateral Agent, and all further amendments, restatements, supplements or other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and Security Interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Patents, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees, for the benefit of the Agent and the other Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.
- 2. <u>Grant of Security Interest</u>. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property and that are listed on <u>Schedule A</u> hereto (the "<u>Patent Collateral</u>"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations. The interest in the Patent Collateral being granted hereunder shall not be construed as a current assignment of any Patent Collateral, but rather as a security interest that

provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

- 3. <u>Security Agreement</u>. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- 4. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement with the U.S. Patent and Trademark Office.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.
- 6. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL HEALTHCARE EXCHANGE,

LLC,

as Grantor

By:

Name: Chris Batson

Title: Chief Financial Officer

ARES CAPITAL CORPORATION, as the Collateral Agent

By: _____

Name: Scott Lem

Title: Authorized Signatory

Schedule A

U.S. PATENTS AND PATENT APPLICATIONS

Patent	Registered Owner	Application No.	Application Date	Patent No.	Grant Date
DOCUMENT ROUTING	Global Healthcare	16/241,012	01/07/2019	N/A	N/A
SYSTEM	Exchange, LLC				
DOCUMENT PROCESSING	Global Healthcare	16/105,335	08/20/2018	10,540,271	01/21/2020
EVENTS	Exchange, LLC				
SUPPLY CHAIN	Global Healthcare	16/778,348	01/31/2020	N/A	N/A
EVENT	Exchange,				
MANAGEMEN T	LLC				
DISAGGREGATI ON EVENTS	Global Healthcare	16/785,024	02/07/2020	N/A	N/A
AND	Exchange,				
DECOMMISSIO NING EVENTS	LLC				
SHIPPING EVENTS AND	Global Healthcare	16/785,097	02/07/2020	N/A	N/A
RECEIVING	Exchange,				
EVENTS	LLC Class 1	1.0/512 515	07/16/2010	NT/A	NT/A
UPDATING CONFLICTING	Global Healthcare	16/513,515	07/16/2019	N/A	N/A
ENTRIES	Exchange, LLC				
DOCUMENT EVENT	Global Healthcare	16/897,552	06/10/2020	N/A	N/A
BROKERING	Exchange,				
AND AUDIT	LLC				
SYSTEM READING AND	Global	17/212,663	03/23/2021	N/A	N/A
WRITING	Healthcare	17/212,003	03/23/2021	IVA	
PROCESSING	Exchange,				
IMPROVEMENT	LLC				
S AS A SINGLE					
COMMAND					

Patent	Registered Owner	Application No.	Application Date	Patent No.	Grant Date
DOCUMENT	Global	16/908,049	06/22/2020	N/A	N/A
EVALUATION,	Healthcare				
ALERTING AND	Exchange,				
VALIDATION	LLC				
SYSTEM					
DOCUMENT	Global	16/240,997	01/07/2019	N/A	N/A
EVENT	Healthcare				
BROKERING	Exchange,				
AND AUDIT	LLC				
SYSTEM					
AGGREGATION	Global	17/320,615	05/14/2021	N/A	N/A
EVENT IN A	Healthcare				
SUPPLY CHAIN	Exchange,				
	LLC				

RECORDED: 05/26/2021