

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDCO HEALTH INFORMATION SOLUTIONS INC.		05/28/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	436 Slater Road
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6215240	SOLARITY
Registration Number:	6215239	SOLARITY
Registration Number:	6215238	SOLARITY
Registration Number:	6215237	SOLARITY
Registration Number:	3899888	EDCO
Registration Number:	2750352	EXPRESS IMAGE
Registration Number:	3775780	SOLARITY
Registration Number:	2285304	EDCO THE DOCUMENT PEOPLE
Registration Number:	2305241	SOLCOM

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

ATTORNEY DOCKET NUMBER:	06726.515110
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	05/28/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 28, 2021 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, supplemented, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, EDCO Health Information Solutions Inc., a Delaware corporation (the "Borrower"), EDCO Intermediate, Inc., a Delaware corporation, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 28, 2021, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks and material IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

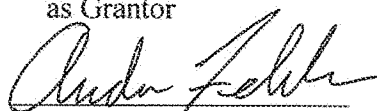
[SIGNATURE PAGES FOLLOW]

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.

EDCO HEALTH INFORMATION
SOLUTIONS INC.

as Grantor

By:



Name: Andrew Fehlman

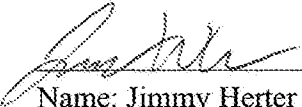
Title: CEO and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007309 FRAME: 0690

ACCEPTED AND AGREED
as of the date first above written;

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent



By: 
Name: Jimmy Herter
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007309 FRAME: 0691

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Owner	Serial No. / Filing Date	Reg. No. / Reg. Date
SOLARITY and DESIGN 	EDCO Health Information Solutions Inc.	88889711 04/27/2020	6215240 12/08/2020
SOLARITY and DESIGN 	EDCO Health Information Solutions Inc.	88889709 04/27/2020	6215239 12/8/2020
SOLARITY	EDCO Health Information Solutions Inc.	88889707 04/27/2020	6215238 12/8/2020
SOLARITY	EDCO Health Information Solutions Inc.	88889704 04/27/2020	6215237 12/8/2020
EDCO	EDCO Health Information Solutions Inc.	85036225 05/12/2010	3899888 1/4/2011
EXPRESS IMAGE	EDCO Health Information Solutions Inc.	78128887 05/15/2002	2750352 8/12/2003
SOLARITY	EDCO Health Information Solutions Inc.	77625741 12/03/2008	3775780 4/13/2010
EDCO THE DOCUMENT PEOPLE	EDCO Health Information Solutions Inc.	75546634 09/01/1998	2285304 10/12/1999
SOLCOM	EDCO Health Information Solutions Inc.	75402986 12/10/1997	2305241 1/4/2000