

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cotiviti Inc.		04/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3806407	CHART NAVIGATOR	
Registration Number:	2416757	DXCG	
Registration Number:	3917640	NUCLEUS	
Registration Number:	2817012	RISKSMART	
Registration Number:	2522512	RXGROUPS	
Registration Number:	3956664	RAPIDRETRIEVE	
Registration Number:	3972486	RAPIDREVIEW	
Registration Number:	5167623	AUDIT LINK	
Registration Number:	2898160	CLAIMSPUS	
Registration Number:	4773230	CONNOLLY INSIGHT	
Registration Number:	4879205	CONNOLLYCONNECT	
Registration Number:	5214558	COTIVITI	
Registration Number:	3314788	DECIPHER	
Registration Number:	2632388	ECOM	
Registration Number:	2826723	ECOM PPO.COM	
Registration Number:	3314787	RETRIEVER	
Registration Number:	4838661	RISK-READINESS	
Registration Number:	5145294		
Registration Number:	5132360	ROWDMAP	

CH \$640.00 3806407

Property Type	Number	Word Mark
Registration Number:	5297703	VERSCEND
Registration Number:	2560301	MEDMEASURES
Registration Number:	2438562	STARS
Registration Number:	3094579	STARSENTINEL
Registration Number:	5556102	
Registration Number:	5556103	

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42861.00036
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/03/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 1, 2021, by Cotiviti Inc., a Delaware corporation (the “**Grantor**”), in favor of Alter Domus (US) LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of the Grantor:

(a) registered Trademarks and Trademark applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section Error! Reference source not found. thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

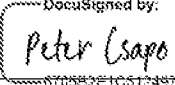
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to JPMorgan Chase Bank, N.A., as administrative agent, pursuant to or in connection with the Credit Agreement, dated as of August 27, 2018 among Holdings, the Borrower, the guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and each L/C Issuer and lender from time to time party thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among JPMorgan Chase Bank, N.A., as First Lien Administrative Agent, Alter Domus (US) LLC, as Initial Second Priority Representative, and each additional Second Priority Representative and Senior Representative from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, except with respect to Section 2 and the definitions of defined terms used therein, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow.]

COTIVITI, INC.

By:  _____
Name: Peter Csapo
Title: CFO, CAO, Treasurer and EVP

ALTER DOMUS (US) LLC, as Administrative
Agent



By: J.K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007314 FRAME: 0540

Schedule I
Trademark Registrations and Applications

Trademark Registrations

	<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
1.	Cotiviti, Inc.	CHART NAVIGATOR	3,806,407	06/22/2010	United States
2.	Cotiviti, Inc.	DXCG	2,416,757	01/02/2001	United States
3.	Cotiviti, Inc.	NUCLEUS	3,917,640	02/08/2011	United States
4.	Cotiviti, Inc.	RISKSMART	2,817,012	02/24/2004	United States
5.	Cotiviti, Inc.	RXGROUPS	2,522,512	12/25/2001	United States
6.	Cotiviti, Inc.	RAPIDRETRIEVE	3,956,664	05/10/2011	United States
7.	Cotiviti, Inc.	RAPIDREVIEW	3,972,486	06/07/2011	United States
8.	Cotiviti, Inc.	AUDIT LINK	5,167,623	3/21/2017	United States
9.	Cotiviti, Inc.	CLAIMSPPLUS	2,898,160	10/26/2004	United States
10.	Cotiviti, Inc.	CONNOLLY INSIGHT	4,773,230	7/14/2015	United States
11.	Cotiviti, Inc.	CONNOLLYCONNEC T	4,879,205	1/5/2016	United States
12.	Cotiviti, Inc.	COTIVITI	5,214,558	5/30/2017	United States
13.	Cotiviti, Inc.	DECIPHER	3,314,788	10/16/2007	United States
14.	Cotiviti, Inc.		2,632,388	10/8/2002	United States
		ECOM & Design			
15.	Cotiviti, Inc.	Ecom PPO.com	2,826,723	3/23/2004	United States
16.	Cotiviti, Inc.	RETRIEVER	3,314,787	10/16/2007	United States
17.	Cotiviti, Inc.	RISK-READINESS	4,838,661	10/20/2015	United States
18.	Cotiviti, Inc.		5,145,294	2/21/2017	United States
		Rowboat Design (In Color)			
19.	Cotiviti, Inc.	ROWDMAP	5,132,360	1/31/2017	United States
20.	Cotiviti, Inc.	VERSCEND	5,297,703	9/26/2017	United States
21.	Cotiviti, Inc.	MEDMEASURES	2,560,301	4/9/2002	United States
22.	Cotiviti, Inc.	STARS	2,438,562	3/27/2001	United States
24.	Cotiviti, Inc.	STARSENTINEL	3,094,579	5/23/2006	United States

	Owner	Trademark	Registration Number	Registration Date	Jurisdiction
25.	Cotiviti, Inc.		5,556,102	9/4/2018	United States
26.	Cotiviti, Inc.	 COTIVITI DESIGN (Color)	5,556,103	9/4/2018	United States
		 COTIVITI DESIGN (Black and White)			