

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM651637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEGRIA RCM GROUP - US, INC.		06/02/2021	Corporation: DELAWARE
ACCLARA, LLC		06/02/2021	Limited Liability Company: TEXAS
MEDIREVV, INC.		06/02/2021	Corporation: DELAWARE
MEDICAL SPECIALTIES MANAGERS, INC.		06/02/2021	Corporation: CALIFORNIA
ACCLARA SOLUTIONS GROUP, LLC		06/02/2021	Limited Liability Company: DELAWARE
ACCLARA SOLUTIONS INTERMEDIATE, LLC		06/02/2021	Limited Liability Company: DELAWARE
ACCLARA SOLUTIONS, LLC		06/02/2021	Limited Liability Company: TEXAS
CCS- SOUTH FLORIDA LLC		06/02/2021	Limited Liability Company: FLORIDA
CENTARA DATA LLC		06/02/2021	Limited Liability Company: TEXAS
IRS SIRRUS GROUP, LLC		06/02/2021	Limited Liability Company: PENNSYLVANIA
ALPHALYTICS LLC		06/02/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	First Horizon Bank, as administrative agent		
Street Address:	211 Franklin Rd.		
Internal Address:	Ste. 300		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5292570	ACCLARA	
Registration Number:	4934880	ALPHALYTICS	
TRADEMARK			

CH \$140.00 5292570

Property Type	Number	Word Mark
Registration Number:	4159039	MEDIREVV
Registration Number:	6345862	MSM
Registration Number:	6259393	

CORRESPONDENCE DATA

Fax Number: 6157426293

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: 6157427944

Email: trademarks@bassberry.com

Correspondent Name: Martha B. Allard

Address Line 1: 150 3rd Ave. S.

Address Line 2: Suite 2800

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	105528-0187
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	06/03/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 2, 2021 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantors”) in favor of First Horizon Bank, as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain (i) Credit Agreement of even date herewith by and among TEGRIA RCM GROUP – US, INC., a Delaware corporation (“Holdings”), ACCLARA, LLC, a Texas limited liability company (the “Borrower Agent”), the Borrowers listed on Schedule 1.1-B thereto, jointly and severally (together with the Borrower Agent, individually, a “Borrower” and collectively, the “Borrowers”), the lenders from time to time party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) Guarantee and Collateral Agreement of even date herewith by and among Borrowers, Holdings, the other grantors party thereto from time to time and Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Lenders have agreed to make certain extensions of credit to the Borrowers under the Credit Agreement, all as more specifically described therein;

WHEREAS, capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors' Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all Trademarks (as defined in the Guarantee and Collateral Agreement) including, without limitation, those pending and registered Trademarks identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademark Collateral");

(b) (1) all Patents (as defined in the Guarantee and Collateral Agreement), Patent applications, and all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all rights to obtain any reissues or extensions of the foregoing, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all Copyrights (as defined in the Guarantee and Collateral Agreement), including, without limitation, all registered Copyrights, and applications for Copyrights identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Copyright Collateral");

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, each as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement), (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

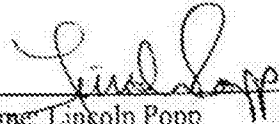
SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

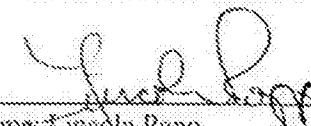
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TEGRIA RCM GROUP - US, INC.

By: 
Name: Lincoln Popp
Title: President

MEDIREVV, INC.
MEDICAL SPECIALTIES MANAGERS, INC.
ACCLARA SOLUTIONS GROUP, LLC
ACCLARA SOLUTIONS INTERMEDIATE,
LLC
ACCLARA, LLC
ACCLARA SOLUTIONS, LLC
CCS - SOUTH FLORIDA LLC
CENTARA DATA LLC
IRS SIRRUS GROUP, LLC
ALPHALYTICS LLC., as Grantors


By: 
Name: Lincoln Popp
Title: Chairman

Signature Page to Intellectual Property Security Agreement


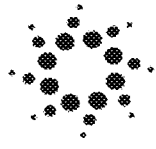
TRADEMARK
REEL: 007315 FRAME: 0757

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS¹

Mark Reg. No. / Serial No.	Status/Key Dates	Full Goods/Services	Owner Information
ACCLARA RN: 5292570 SN: 87132122	Registered September 19, 2017 Int'l Class: 35,36,42 First Use: July 14, 2017 Filed: August 9, 2016	(Int'l Class: 35) accounts receivable billing services; administration and reconciliation of accounts on behalf of others; medical billing; healthcare billing (Int'l Class: 36) assessing insurance claims; insurance claims adjustment; claims administration services in the field of health insurance; electronic processing of insurance claims and payment data; medical insurance case and utilization review (Int'l Class: 42) providing a web site featuring temporary use of non-downloadable software featuring technology that enable users to obtain information analyzing data in the field of healthcare accounts receivables, billing, payments, and insurance claims processing; providing a web site featuring temporary use of non-downloadable software featuring technology that enables users to provide reporting relating to healthcare accounts receivables, billing, payments, and insurance claims processing	Acclara Solutions, LLC (Texas Limited Liability Company) 13201 Northwest Fwy Suite 600 Houston Texas 77040
ALPHALYTICS RN: 4934880 SN: 86404316	Registered April 12, 2016 Int'l Class: 42 First Use: April 2, 2014 Filed: September 24, 2014	(Int'l Class: 42) consulting services in the field of software as a service (saas); software as a service (saas) services, namely, hosting software for use by others for use designed specifically to pinpoint denials-driven revenue risk and predict future revenue leakage thereby enabling visibility into the root causes of denials to prevent them from re-occurring	Alphalytics LLC., Formerly Griffith, Inc. (Pennsylvania Corp.) 120 Pennsylvania Avenue Oreland Pennsylvania 19075
MEDIREVV RN: 4159039 SN: 85339694	Registered June 12, 2012 Int'l Class: 35 First Use: July 27, 2011 Filed: June 7, 2011	(Int'l Class 35) Accounts receivable outsourcing, business management in the field of accounts receivable collections and bill collections, business management consulting in the field of improving the efficiency of the accounts receivable cycle and maximizing collections, all provided to hospitals, doctors, and other health care providers and professionals to assist them in the collection of invoices issued to customers and insurance carriers.	MediRevv, Inc. (Delaware Corp.) 2761 Oakdale Blvd., Suite 4, Coralville, IA 52241
MSM  RN: 6345862 SN: 90157918	Registered: May 11, 2021 Filed: September 3, 2020	(Int'l Class 35) Revenue cycle management services, namely, medical billing support services, accounts receivable billing services, and analyzing claims data from healthcare organizations for business purposes; business management consulting and advisory services in the fields of billing, accounts receivable, and business analytics, practice organization, management, human resource administration, medical personal recruitment	Medical Specialties Managers

¹ Subject to continuing review and update by MWE.

Mark Reg. No. / Serial No.	Status/Key Dates	Full Goods/Services	Owner Information
		<p>services, and administrative support for individual physicians and physician group practices, and health organizations in the healthcare industry; business administration assistance services for practice management and patient management in the field of billing, accounts receivable, and business analytics practice organization, management, human resources administration, medical personnel recruitment services, clinical operations oversight, management of clinical support staff, and administrative support services for individual physicians and small group practices in the healthcare industry; Business services provided to a network of health care providers, namely, the negotiation and execution of contracts with health care payors; Professional credentialing verification services in the field of healthcare, namely, verifying the skills and knowledge of licensed professionals on behalf of others; providing business consulting for healthcare providers and facilities in the healthcare field.</p> <p>(Int'l Class 36) Assessing insurance claims; insurance claims adjustment; claims administration services in the field of health insurance; electronic processing of insurance claims and payment data; medical insurance case and utilization review for healthcare purchasers and payors and providers and Medicare beneficiaries; Financial analysis services, namely, compiling and analyzing statistics, data and other sources of information for financial purposes in the healthcare field; revenue cycle management services, namely, medical accounts receivable financing services.</p>	
<p>MSM</p>  <p>RN: N/A SN: 2088697</p> <p>[Canada]</p>	<p>Registration pending</p> <p>Filed: March 3, 2021</p>		Medical Specialties Managers
 <p>[Design only] RN: 6259393 SN: 88768633</p>	<p>Registered: February 2, 2021</p> <p>Filed: January 22, 2020</p>	<p>(Int'l Class 35) Outsource service provider in the fields of business revenue cycle management and patient healthcare related billing; medical records coding services for others in the nature of assignment of diagnostic and procedural codes for purposes of reimbursement from insurance; accounts receivable billing collections for patient payments and insurance carrier reimbursements; business management consulting; all of the foregoing services provided to or provided for hospitals, large doctor groups, healthcare centers associated with universities, and other healthcare delivery organizations.</p>	MediRevv, Inc.

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

None.

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.