

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ELIZA CORPORATION		05/28/2021	Corporation: DELAWARE
COTIVITI CLAIMS RECOVERY SOLUTIONS, LLC		05/28/2021	Limited Liability Company: DELAWARE
VITREOSHEALTH, INC.		05/28/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC, as administrative Agent		
<b>Street Address:</b>	225 W. WASHINGTON STREET, 9TH FLOOR		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2845364	A HEALTHY DISCUSSION	
<b>Registration Number:</b>	4179435	EEI	
<b>Registration Number:</b>	3128298	ELIZA	
<b>Registration Number:</b>	5289550	ELIZA	
<b>Registration Number:</b>	3049377	ELIZA	
<b>Registration Number:</b>	4179439	ELIZA ENGAGEMENT INDEX (EEI)	
<b>Registration Number:</b>	5479451	ELIZA	
<b>Registration Number:</b>	2284476	ACCENT	
<b>Registration Number:</b>	6036781	VITREOSHEALTH	
<b>Registration Number:</b>	6036780	VITREOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		

CH \$265.00 2845364

**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:** 06/07/2021

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of May 28, 2021, by ELIZA CORPORATION, a Delaware corporation, COTIVITI CLAIMS RECOVERY SOLUTIONS, LLC, a Delaware limited liability company, and VITREOSHEALTH, INC., a Texas corporation (collectively, the “**Grantors**” and, each a “**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 S E T H:**

WHEREAS, pursuant to Supplement No. 1, dated as of May 28, 2021, the Grantors have been made 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 Grantors are 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 Joinder Agreement, dated as of May 28, 2021, the Grantors hereby agree 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 Grantors hereby acknowledge and affirm 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 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors 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 subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including the Liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement with respect to (i) the priority of the liens and security interest in favor of the Administrative Agent or (ii) the Administrative Agent's right to exercise any remedies with respect to any Collateral, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

**ELIZA CORPORATION**

DocuSigned by:  
*Peter Csapo*  
By: \_\_\_\_\_  
Name: Peter Csapo  
Title: President and Treasurer

**COTIVITI CLAIMS RECOVERY SOLUTIONS, LLC**

DocuSigned by:  
*Peter Csapo*  
By: \_\_\_\_\_  
Name: Peter Csapo  
Title: President and Treasurer

**VITREOSHEALTH, INC.**

DocuSigned by:  
*Peter Csapo*  
By: \_\_\_\_\_  
Name: Peter Csapo  
Title: President and Treasurer

ALTER DOMUS (US) LLC, as Administrative Agent

By: MT

Name: Matthew Trybula  
Title: Associate Counsel

**Schedule I  
Trademark Registrations and Applications**

<b>Trademark Name</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>
A HEALTHY DISCUSSION	Eliza Corporation	January 5, 2001	76/190108	2845364
EEI	Eliza Corporation	December 22, 2011	85/502001	4179435
ELIZA	Eliza Corporation	November 26, 2001	76/341804	3128298
ELIZA	Eliza Corporation	January 17, 2017	87/304040	5289550
ELIZA (AND DESIGN)	Eliza Corporation	July 23, 2004	78/455822	3049377
ELIZA ENGAGEMENT INDEX (EEI)	Eliza Corporation	December 22, 2011	85/502600	4179439
ELIZA	Eliza Corporation	August 22, 2017	87/578449	5479451
ACCENT	Cotiviti Claims Recovery Solutions, LLC	August 14, 1997	75/341263	2284476
VITREOSHEALTH	VitreosHealth, Inc.	September 23, 2019	88/626861	6036781
VITREOS	VitreosHealth, Inc.	September 23, 2019	88/626857	6036780