

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRANEWARE, INC.		07/12/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5894785	TRISUS PRICING ANALYZER	
Registration Number:	5799354	CRANEWARE BETTER OUTCOMES FOR ALL.	
Registration Number:	5774021	TRISUS HEALTHCARE INTELLIGENCE	
Registration Number:	5649707	CRANEWARE HEALTHCARE INTELLIGENCE	
Registration Number:	5584697	TRISUS CARE	
Registration Number:	5341125	TRISUS	
Registration Number:	4957160		
Registration Number:	4947684		
Registration Number:	4947458	MICHECKIN	
Registration Number:	4812886	CRANEWARE	
Registration Number:	4749117	MICHECKIN	
Registration Number:	4208852	INSIGHT AUDIT	
Registration Number:	3905954	PATIENT CHARGE ESTIMATOR	
Registration Number:	3798989	INSIGHT MEDICAL NECESSITY	
Registration Number:	3798988	INSIGHT DENIALS	
Registration Number:	3781567	SUPPLIES CHARGELINK	
Registration Number:	3719058	PHARMACY CHARGELINK	
Registration Number:	3407919	DECISION DASHBOARD	
Registration Number:	3289226	PHYSICIAN REVENUE TOOLKIT	

OP \$640.00 5894785

Property Type	Number	Word Mark
Registration Number:	3289225	ONLINE REFERENCE TOOLKIT
Registration Number:	3273042	DECISION DASHBOARD SOFTWARE
Registration Number:	3273041	CHARGEMASTER CORPORATE TOOLKIT
Registration Number:	3273040	CHARGEMASTER TOOLKIT
Registration Number:	3224390	CRANEWARE
Registration Number:	4951967	REFERENCE PLUS

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1418010
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	07/12/2021

Total Attachments: 7

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Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of July 12, 2021 by and between **CRANEWARE, INC.**, a Florida corporation (the “*Grantor*”) and **SILICON VALLEY BANK (“SVB”)**, as security trustee for the Secured Parties (together with its successors and assigns, in such capacities, the “*Security Trustee*”).

RECITALS

A. Craneware PLC, a company registered in Scotland, as the Original Borrower and Original Obligor (in each case as defined in the Facilities Agreement), the other Obligors from time to time party thereto, the Security Trustee and other persons are party to the Term and Revolving Facilities Agreement dated June 7, 2021 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “*Facilities Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Facilities Agreement or the Security Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Security Trustee and the other Secured Parties to make the Loans to the Borrowers under the Facilities Agreement, the Original Borrower, the Grantor and certain other Companies have entered into that certain Security Agreement in favor of the Security Trustee, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”).

C. The Secured Parties are willing to make the Loans to the Borrowers, but only upon the condition, among others, that the Grantor shall grant to the Security Trustee, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Security Agreement) to secure the Secured Obligations of Borrowers and Obligors under the Facilities Agreement, the Security Agreement and the other Finance Documents.

D. Pursuant to the terms of the Facilities Agreement and the Security Agreement, the Grantor has granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Facilities Agreement and the other Finance Documents, the Grantor grants and pledges to the Security Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and

Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Security Trustee, for the benefit of the Secured Parties, under the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the 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 Security Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Security Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

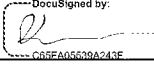
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY INTELLECTUAL PROPERTY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CRANEWARE, INC., a Florida corporation

By: 
Name: Keith Neilson
Title: President

SECURITY TRUSTEE:

SILICON VALLEY BANK

By: 
Name: Holly Comyn
Title: Vice President

EXHIBIT A

Copyrights

None.


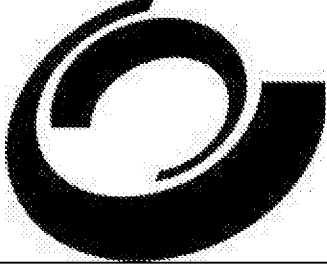

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
TRISUS PRICING ANALYZER	5894785	14-01-2019	October 29, 2019
CRANEWARE BETTER OUTCOMES FOR ALL.	5799354	06-12-2018	July 9, 2019
TRISUS HEALTHCARE INTELLIGENCE	5774021	12-10-2018	June 11, 2019
CRANEWARE HEALTHCARE INTELLIGENCE	5649707	08-07-2016	January 8, 2019
TRISUS CARE	5584697	26-02-2018	October 16, 2018
TRISUS	5341125	30-04-2015	November 21, 2017
	4957160	06-03-2015	May 10, 2016
	4947684	06-03-2015	April 26, 2016
MICHECKIN	4947458	23-01-2015	April 26, 2016
CRANEWARE	4812886	06-03-2015	September 15, 2015
MICHECKIN	4749117	28-02-2014	June 2, 2015
			
INSIGHT AUDIT	4208852	12-08-2011	September 18, 2012
PATIENT CHARGE ESTIMATOR	3905954	02-03-2010	January 11, 2011
INSIGHT MEDICAL NECESSITY	3798989	08-10-2009	June 8, 2010
INSIGHT DENIALS	3798988	08-10-2009	June 8, 2010
SUPPLIES CHARGELINK	3781567	25-06-2007	April 27, 2010

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TRADEMARK
REEL: 007352 FRAME: 0144

PHARMACY CHARGELINK	3719058	25-06-2007	December 1, 2009
DECISION DASHBOARD	3407919	11-12-2006	April 8, 2008
PHYSICIAN REVENUE TOOLKIT	3289226	01-12-2005	September 4, 2007
ONLINE REFERENCE TOOLKIT	3289225	01-12-2005	September 4, 2007
DECISION DASHBOARD SOFTWARE	3273042	01-12-2005	July 31, 2007
CHARGEMASTER CORPORATE TOOLKIT	3273041	01-12-2005	July 31, 2007
CHARGEMASTER TOOLKIT	3273040	01-12-2005	July 31, 2007
CRANWARE	3224390	01-11-2005	April 3, 2007
REFERENCE PLUS	4951967	27-05-2014	May 3, 2016

ny-1926333

RECORDED: 07/12/2021**TRADEMARK
REEL: 007352 FRAME: 0145**