

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM665310

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900632717

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Access Management Co., LLC		07/29/2021	Limited Liability Company: FLORIDA
Access Health Care Physicians, LLC		07/29/2021	Limited Liability Company: FLORIDA
Mirra Health Care LLC		07/29/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	BSP AGENCY, LLC
Street Address:	9 West 57th Street, Suite 4920
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6270898	CLAIMMASTER ADJUDICATION
Registration Number:	6368391	CLAIMMASTER LITE
Registration Number:	5866576	ACCESS HEALTH CARE PHYSICIANS
Registration Number:	5882702	CREDAXIS
Registration Number:	5898983	CREDAXIS
Registration Number:	5882703	CREDAXIS
Registration Number:	5898984	CREDAXIS
Registration Number:	5495724	MIRRA
Registration Number:	5495725	MIRRA HEALTH CARE, LLC
Registration Number:	4398153	ACCESS

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

TRADEMARK

Phone: 212.969.3000
Email: trademark@proskauer.com, JLebowitz@proskauer.com
Correspondent Name: Jacob B. Lebowitz, Proskauer Rose LLP
Address Line 1: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-517

NAME OF SUBMITTER: Jacob B. Lebowitz

SIGNATURE: /Jacob B. Lebowitz/

DATE SIGNED: 08/05/2021

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 29, 2021, is made by Access Management Co., LLC, a Florida limited liability company (“**Access Management**”), Access Health Care Physicians, LLC, a Florida limited liability company (“**AHCP**”), and Mirra Health Care LLC, a Florida limited liability company (“**Mirra**” and, together with Access Management and AHCP, the “**Grantors**” each, a “**Grantor**”), in favor of BSP Agency, LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of July 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are 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.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

ACCESS MANAGEMENT CO., LLC

By: 
Name: Dr. Pariksith Singh
Title: Chief Executive Officer

ACCESS HEALTH CARE PHYSICIANS, LLC

By: 
Name: Dr. Pariksith Singh
Title: Chief Executive Officer

MIRRA HEALTH CARE LLC


By: 
Name: Dr. Pariksith Singh
Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT]

Accepted and Agreed:

BSP AGENCY, LLC, as Collateral Agent

BY: BENEFIT STREET PARTNERS L.L.C, ITS SOLE MEMBER

By: 


Name: Mike Frick

Title: Authorized Signer

SCHEDULE A

1.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1.	CLAIMASTER ADJUDICATION 	90044010 7/9/2020	6270898 2/16/2021	Registered	Access Management Co., LLC
2.	CLAIMASTER LITE 	90044026 7/9/2020	6368391 6/1/2021	Registered	Access Management Co., LLC
3.	ACCESS HEALTH CARE PHYSICIANS A 	88296128 2/11/2019	5866576 9/24/2019	Registered	Access Health Care Physicians, LLC
4.	CREDAXIS 	88272257 1/23/2019	5882702 10/15/2019	Registered	Access Management Co., LLC
5.	CREDAXIS 	88272276 1/23/2019	5898983 10/29/2019	Registered	Access Management Co., LLC
6.	CREDAXIS	88272316 1/23/2019	5882703 10/15/2019	Registered	Access Management Co., LLC
7.	CREDAXIS	88272338 1/23/2019	5898984 10/29/2019	Registered	Access Management Co., LLC
8.	MIRRA	87534512 7/19/2017	5495724 6/19/2018	Registered	MIRRA HEALTH CARE LLC
9.	MIRRA HEALTH CARE, LLC	87534536 7/19/2017	5495725 6/19/2018	Registered	MIRRA HEALTH CARE LLC

Schedule A-1
to First Lien Trademark Security Agreement

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
					
10.	ACCESS	77798501 8/6/2009	4398153 9/10/2013	Registered	Access Health Care Physicians, LLC

Schedule A-2
to First Lien Trademark Security Agreement