

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgical Notes MDP, L.P.		07/21/2021	Limited Partnership: TEXAS
Surgical Notes, LLC		07/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Principal Global Investors, LLC, as Agent		
Street Address:	711 High Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50392		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5626926	SNCHART	
Registration Number:	3005177	SURGICAL NOTES	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/21/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of July 21, 2021, by **SURGICAL NOTES MDP, L.P.**, a Texas limited partnership, and **SURGICAL NOTES, LLC**, a Delaware limited liability company and successor by conversion to **SURGICAL NOTES, INC.**, a Texas corporation (“Borrowers” or “Grantors”), in favor of **PRINCIPAL GLOBAL INVESTORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent (“Agent”) for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 21, 2021 by and among Borrowers, Surgical Notes Holdings, LLC, a Delaware limited liability company (“Holdings”), Surgical Notes Intermediate, LLC, a Delaware limited liability company, the other Borrowers and Guarantors party thereto, the financial institutions party thereto from time to time (“Lenders”) and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans from time to time for the benefit of Grantors and the other Borrowers;

WHEREAS, Agent, Holdings and Grantor are parties to that certain Guarantee and Collateral Agreement dated as of July 21, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby assigns and transfers to Agent, and hereby grants to Agent, for the ratable benefit of Lenders a lien on, security interest in and right of setoff against the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) all of its Trademarks, including, but not limited to, those set forth on Schedule I hereto;
- (b) all of its Patents, including but not limited to, those set forth on Schedule II hereto;

(c) all of its Copyrights, including, but not limited to, those set forth on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(f) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(g) subject to the Collateral Agreement, any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(h) subject to the Collateral Agreement, any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. RECORDATION. Grantor authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any other applicable Governmental Authority record this Agreement.

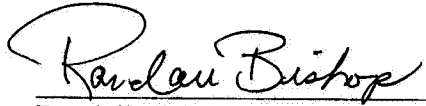
5. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions that would require the application of another state's laws.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by facsimile, emailed .pdf or other similar electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

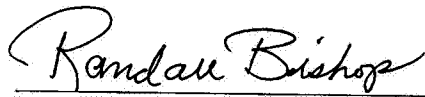
[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SURGICAL NOTES MDP, L.P.

By: 
Name: Randall Bishop
Title: President and Chief Executive Officer

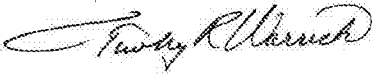
SURGICAL NOTES, LLC

By: 
Name: Randall Bishop
Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

PRINCIPAL GLOBAL INVESTORS, LLC, as Agent

By: 

Name: Timothy Warrick

Title: Managing Director – Portfolio Management

By: Matthew Darrah
Matthew Darrah (Jul 14, 2021 14:23 GMT)

Name: Matthew Darrah

Title: Managing Director – Underwriting

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007399 FRAME: 0027

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Mark	Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
SN CHART	Surgical Notes MDP, L.P.	87887798	5626926	April 22, 2018	December 11, 2018
SURGICAL NOTES	Surgical Notes MDP, L.P.	76567989	3005177	January 2, 2004	October 4, 2005

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

Registered Copyright	Grantor	Registration Number	Date of Registration
SNChart Web	Surgical Notes, LLC, as successor by conversion to Surgical Notes, Inc.	TX-8-546-769	3/8/2018
SNChart Mobile	Surgical Notes, LLC, as successor by conversion to Surgical Notes, Inc.	TX 8-546-806	3/8/2018
ScanChart ASC	Surgical Notes, LLC, as successor by conversion to Surgical Notes, Inc.	TX 8-547-895	3/12/2018
SNCoder	Surgical Notes, LLC, as successor by conversion to Surgical Notes, Inc.	TX 8-547-220	3/12/2018
ScanChart CBO	Surgical Notes, LLC, as successor by conversion to Surgical Notes, Inc.	TX 8-546-767	3/8/2018