

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669589

<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>
AMERICAN ACADEMY HOLDINGS, LLC		08/16/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, as collateral agent		
<b>Street Address:</b>	40 West 57th Street, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88882454	CERTIFIED HOSPITAL CODER - BRAZIL (CHC-B	
<b>Serial Number:</b>	88857086	CODIFY BY AAPC	
<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		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	34408.00012		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	08/23/2021		
<b>Total Attachments: 7</b>			
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page1.tif			
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page2.tif			

CH \$65.00 88882454

source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page3.tif  
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page4.tif  
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page5.tif  
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page6.tif  
source=AAPC - 1L (Second Amendment) - Trademark Security Agreement Supplement [Executed]#page7.tif

**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS SUPPLEMENT**

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS SUPPLEMENT** (this “**Supplement**”), dated as of August 16, 2021, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the “**Borrower**”, and a “**Grantor**”), in favor of **HPS INVESTMENT PARTNERS, LLC** (“**HPS**”), located at 40 West 57<sup>th</sup> Street, 33rd Floor New York, NY 10019, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2019 (as amended by that First Amendment and Limited Waiver to Credit Agreement, dated as of October 24, 2019, that Second Amendment and Limited Waiver to Credit Agreement, dated as of July 92, 2021, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, AAPC Holdings, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), HPS, as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered (i) a Security Agreement, dated as March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent and (ii) a Grant of Security Interest in Trademark Rights, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Supplement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Supplement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Supplement.

SECTION 6. Counterparts. This Supplement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Supplement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS SUPPLEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

**SECTION 8. WAIVER OF JURY TRIAL. THE GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE COLLATERAL AGENT AND EACH SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SUPPLEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[Signature Page to IP Security Agreement Supplement]

**TRADEMARK**  
**REEL: 007400 FRAME: 0834**

AMERICAN ACADEMY HOLDINGS, LLC

By: 

Name: Bevan Erickson

Title: Chief Executive Officer

**HPS INVESTMENT PARTNERS, LLC, as  
Collateral Agent**

By: \_\_\_\_\_

Name: Viras Keswani  
Title: Managing Director

[Signature Page to IP Security Agreement Supplement]

**TRADEMARK  
REEL: 007400 FRAME: 0836**



**SCHEDULE A**

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK  
REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK  
REGISTRATIONS**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Owner of Record</b>	<b>Country</b>
CERTIFIED HOSPITAL CODER – BRAZIL (CHC-B)	88/882,454		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CODIFY BY AAPC	88/857,086		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES