# CH \$1740.00 6444

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM672698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HMP Communications, LLC		08/31/2021	Limited Liability Company: DELAWARE
NACCME, LLC		08/31/2021	Limited Liability Company: DELAWARE
Imedex, LLC		08/31/2021	Limited Liability Company: GEORGIA
CME, LLC		08/31/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent				
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480				
City:	Chicago				
State/Country:	ILLINOIS				
Postal Code:	60603				
Entity Type:	National Banking Association: UNITED STATES				

### **PROPERTY NUMBERS Total: 69**

Property Type	Number	Word Mark
Registration Number:	6444581	PSYCH CONGRESS ELEVATE
Registration Number:	6444582	PSYCH CONGRESS ELEVATE
Registration Number:	6144002	AD FENCE
Registration Number:	6382554	BIOLOGICAL PATHWAY REVIEWS
Registration Number:	6422062	CLINICAL PATHWAYS UNIVERSITY
Registration Number:	6422063	CLINICAL PATHWAYS UNIVERSITY
Registration Number:	6254322	CONSULTANT
Registration Number:	6366384	DOCTOR'S DIGEST
Registration Number:	6279371	GASTROENTEROLOGY LEARNING NETWORK
Registration Number:	6171653	INTEGRATED HEALTHCARE EXECUTIVE
Registration Number:	6279370	NEUROLOGY LEARNING NETWORK
Registration Number:	6107965	WOUND CLINIC BUSINESS
Registration Number:	6219900	LINC
Registration Number:	6219901	LINC
		TRADEMARK

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900641680

Property Type	Number	Word Mark
Registration Number:	6106790	LINC AROUND THE WORLD
Registration Number:	6245523	ATOPIC DERMATITIS 360
Registration Number:	6167487	DEPRESSION CARE 360
Registration Number:	6207743	INSTITUTE FOR PSYCHEDELICS EDUCATION
Registration Number:	6245524	MIGRAINE 360
Registration Number:	6126617	PRACTICAL UPDATES IN PRIMARY CARE
Registration Number:	6374886	PRACTICAL UPDATES IN PRIMARY CARE
Registration Number:	6033823	
Registration Number:	6252359	SUICIDE PREVENTION 360
Registration Number:	6252360	SUICIDE PREVENTION 360
Registration Number:	6245525	TARDIVE DYSKINESIA360
Registration Number:	6033822	THE EVOLUTION OF PSYCHOTHERAPY
Registration Number:	6073647	THE EVOLUTION OF PSYCHOTHERAPY
Serial Number:	90482247	ALLERGY & IMMUNOLOGY LEARNING NETWORK
Serial Number:	90518637	ALLERGY & IMMUNOLOGY LEARNING NETWORK
Serial Number:	90145160	CLINICAL PATHWAYS UNIVERSITY
Serial Number:	90555178	CLINICAL TOPICS IN DEPRESSION
Serial Number:	90482245	ENDOCRINOLOGY & DIABETES LEARNING NETWOR
Serial Number:	90518636	ENDOCRINOLOGY & DIABETES LEARNING NETWOR
Serial Number:	90521173	EPLASTY
Serial Number:	90376409	HMP GLOBAL LEARNING NETWORK
Serial Number:	90482259	INFECTIOUS DISEASE LEARNING NETWORK
Serial Number:	90518633	INFECTIOUS DISEASE LEARNING NETWORK
Serial Number:	90593392	LIFE, AP
Serial Number:	90376377	LIFE, MD
Serial Number:	90482255	NEPHROLOGY LEARNING NETWORK
Serial Number:	90518646	NEPHROLOGY LEARNING NETWORK
Serial Number:	90482252	OBSTETRICS AND GYNECOLOGY LEARNING NETWO
Serial Number:	90518643	OBSTETRICS AND GYNECOLOGY LEARNING NETWO
Serial Number:	90482269	PEDIATRICS LEARNING NETWORK
Serial Number:	90518641	PEDIATRICS LEARNING NETWORK
Serial Number:	90555181	PSYCHFOCUS
Serial Number:	90482265	PULMONOLOGY LEARNING NETWORK
Serial Number:	90518640	PULMONOLOGY LEARNING NETWORK
Serial Number:	90482249	SURGERY LEARNING NETWORK
Serial Number:	90521168	SURGERY LEARNING NETWORK
Serial Number:	90521248	SURGERY LEARNING NETWORK
Serial Number:	90482262	UROLOGY LEARNING NETWORK

Property Type	Number	Word Mark
Serial Number:	90518647	UROLOGY LEARNING NETWORK
Serial Number:	90293245	VRTX VIRTUAL
Serial Number:	88746066	LINC360
Serial Number:	90776803	CAPE COD SYMPOSIUM
Serial Number:	90521176	CAPE COD SYMPOSIUM ON ADDICTION DISORDER
Serial Number:	90488549	CARDIOVASCULAR LEARNING NETWORK
Serial Number:	90776799	EAST COAST SYMPOSIUM
Serial Number:	90251354	GDU IN EP
Serial Number:	90251341	GREAT DEBATES AND UPDATES IN ELECTROPHYS
Serial Number:	90488546	MANAGED CARE LEARNING NETWORK
Serial Number:	90741632	NATIONAL CONFERENCE ON ADDICTIVE DISORDE
Serial Number:	90312274	NEUROLOGY WEEK
Serial Number:	90488543	ONCOLOGY LEARNING NETWORK
Serial Number:	90488540	PHARMACY LEARNING NETWORK
Serial Number:	90776797	ROCKY MOUNTAIN SYMPOSIUM
Serial Number:	90776794	WEST COAST SYMPOSIUM
Serial Number:	90521178	WEST COAST SYMPOSIUM ON ADDICTION DISORD

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 202-835-7500
Email: dcip@milbank.com
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:	57000.00120
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2021

#### **Total Attachments: 9**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2021 (this "<u>Agreement</u>"), is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors and permitted assigns in such capacity, the "<u>Administrative Agent</u>") for the Lenders and the other Secured Parties (defined below)).

#### WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among HMP ACQUISITION HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), HMP COMMUNICATIONS HOLDINGS, LLC, a Delaware limited liability company ("Intermediate Holdings"), HMP COMMUNICATIONS, LLC, a Delaware limited liability company ("HMP"), NACCME, LLC, a Delaware limited liability company ("NACCME") and IMEDEX, LLC, a Georgia limited liability company ("IMEDEX" and, together with HMP and NACCME, collectively, the "Borrower" or the "Borrowers"), the other Loan Parties from time to time party thereto, the financial institutions party thereto as "Lenders", and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") (together with the Lenders, collectively, the "Secured Parties");

WHEREAS, each of the Grantors is party to that certain Pledge and Security Agreement dated as of October 8, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent, for the benefit of the Secured Parties, 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers upon the terms and subject to the conditions thereunder, each Grantor hereby agrees with the Administrative Agent as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of such Grantor (the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
  - (b) all renewals of the foregoing;
  - (c) all goodwill associated therewith; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other

impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Notwithstanding the foregoing, there shall be no security interest or Lien on any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

- Section 3. <u>Pledge and Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.
- Section 4. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other actions it deems necessary or desirable in connection with their Trademarks subject to a security interest hereunder.
- Section 5. <u>Recordation</u>. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.
- Section 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.
- Section 8. <u>Loan Document</u>. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

(Signature pages follow)

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

## HMP COMMUNICATIONS, LLC

NACCME, LLC

By: Name: Jeffrey Hennessy
Title: Chief Executive Officer

IMEDEX, LLC

By: \_\_\_\_\_\_\_Name: Jeffrey Hepnessy

Title: President

CME, LLC

Name: Jeffrey Hepnessy

Title: Chief Executive Officer

# JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: Name: Kiefer Hotek
Title: Authorized Officer

**REEL: 007414 FRAME: 0303** 

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## CME LLC

	MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
PSYCH	CONGRESS ELEVATE	Registered	90075009	27-Jul- 2020	6444581	10-Aug- 2021
	Psych Congress Elevate	Registered	90075023	27-Jul- 2020	6444582	10-Aug- 2021

# HMP COMMUNICATIONS, LLC

MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
AD FENCE	Registered	88819278	3-Mar- 2020	6144002	1-Sep- 2020
ALLERGY & IMMUNOLOGY LEARNING NETWORK	Pending	90482247	22-Jan- 2021		
ALLERGY & IMMUNOLOGY LEARNING NETWORK	Pending	90518637	8-Feb- 2021		
BIOLOGICAL PATHWAY REVIEWS	Registered	90230059	1-Oct- 2020	6382554	8-Jun- 2021
CLINICAL PATHWAYS UNIVERSITY	Published	90145160	28-Aug- 2020		
CLINICAL PATHWAYS UNIVERSITY	Registered	90145182	28-Aug- 2020	6422062	13-Jul- 2021
CLINICAL PATHWAYS UNIVERSITY	Registered	90145323	28-Aug- 2020	6422063	13-Jul- 2021
CLINICAL TOPICS IN DEPRESSION	Pending	90555178	2-Mar- 2021		
CONSULTANT	Registered	88649068	10-Oct- 2019	6254322	26-Jan- 2021
DOCTOR'S DIGEST	Registered	88735376	20-Dec- 2019	6366384	25-May- 2021
ENDOCRINOLOGY & DIABETES LEARNING NETWORK	Pending	90482245	22-Jan- 2021		
ENDOCRINOLOGY & DIABETES LEARNING NETWORK	Pending	90518636	8-Feb- 2021		
EPLASTY	Pending	90521173	9-Feb- 2021		
GASTROENTEROLOGY LEARNING NETWORK	Registered	90059459	17-Jul- 2020	6279371	23-Feb- 2021

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MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
HMP GLOBAL LEARNING	Allowed	90376409	11-Dec-		
NETWORK			2020		
INFECTIOUS DISEASE	Pending	90482259	22-Jan-		
LEARNING NETWORK			2021		
INFECTIOUS DISEASE	Pending	90518633	8-Feb-		
LEARNING NETWORK			2021		
INTEGRATED HEALTHCARE	Registered	88774825	27-Jan-	6171653	6-0ct-
EXECUTIVE			2020		2020
LIFE, AP	Pending	90593392	22-Mar-		
	_		2021		
LIFE, MD	Pending	90376377	11-Dec-		
	_		2020		
NEPHROLOGY LEARNING	Pending	90482255	22-Jan-		
NETWORK			2021		
NEPHROLOGY LEARNING	Pending	90518646	8-Feb-		
NETWORK			2021		
NEUROLOGY LEARNING	Registered	90050211	13-Jul-	6279370	23-Feb-
NETWORK			2020		2021
OBSTETRICS AND	Pending	90482252	22-Jan-		
GYNECOLOGY LEARNING			2021		
NETWORK					
OBSTETRICS AND	Pending	90518643	8-Feb-		
GYNECOLOGY LEARNING			2021		
NETWORK					
PEDIATRICS LEARNING	Pending	90482269	22-Jan-		
NETWORK	_		2021		
PEDIATRICS LEARNING	Pending	90518641	8-Feb-		
NETWORK			2021		
PSYCHFOCUS	Pending	90555181	2-Mar-		
			2021		
PULMONOLOGY LEARNING	Pending	90482265	22-Jan-		
NETWORK			2021		
PULMONOLOGY LEARNING	Pending	90518640	8-Feb-		
NETWORK	_		2021		
SURGERY LEARNING NETWORK	Pending	90482249	22-Jan-		
			2021		
SURGERY LEARNING NETWORK	Pending	90521168	9-Feb-		
	_		2021		
Surgery	Pending	90521248	9-Feb-		
Learning Network			2021		
UROLOGY LEARNING NETWORK	Pending	90482262	22-Jan-		
	_		2021		
UROLOGY LEARNING NETWORK	Pending	90518647	8-Feb-		
			2021		
VRTX VIRTUAL	Published	90293245	2-Nov-		
			2020		
WOUND CLINIC BUSINESS	Registered	88779059	30-Jan-	6107965	21-Jul-
			2020		2020

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# IMEDEX, LLC

MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
LINC	Registered	88746020	3-Jan- 2020	6219900	15-Dec- 2020
	Registered	88746046	3-Jan- 2020	6219901	15-Dec- 2020
LINC AROUND THE WORLD	Registered	88746060	3-Jan- 2020	6106790	21-Jul- 2020
LINC360	Allowed	88746066	3-Jan- 2020		

# NACCME, LLC

MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
ATOPIC DERMATITIS 360	Registered	90059361	17-Jul- 2020	6245523	12-Jan- 2021
CAPE COD SYMPOSIUM	Pending	90776803	16-Jun- 2021		
CAPE COD SYMPOSIUM ON ADDICTION DISORDERS	Pending	90521176	9-Feb- 2021		
CARDIOVASCULAR LEARNING NETWORK	Pending	90488549	26-Jan- 2021		
DEPRESSION CARE 360	Registered	88716591	5-Dec- 2019	6167487	6-Oct- 2020
EAST COAST SYMPOSIUM	Pending	90776799	16-Jun- 2021		
GDU IN EP	Allowed	90251354	13-Oct- 2020		
GREAT DEBATES AND UPDATES IN ELECTROPHYSIOLOGY	Allowed	90251341	13-Oct- 2020		

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MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
INSTITUTE FOR PSYCHEDELICS EDUCATION	Registered	88784651	4-Feb- 2020	6207743	24-Nov- 2020
MANAGED CARE LEARNING NETWORK	Pending	90488546	26-Jan- 2021		
MIGRAINE 360	Registered	90059383	17-Jul- 2020	6245524	12-Jan- 2021
NATIONAL CONFERENCE ON ADDICTIVE DISORDERS	Pending	90741632	28-May- 2021		
NEUROLOGY WEEK	Pending	90312274	11-Nov- 2020		
ONCOLOGY LEARNING NETWORK	Pending	90488543	26-Jan- 2021		
PHARMACY LEARNING NETWORK	Pending	90488540	26-Jan- 2021		
PRACTICAL UPDATES IN PRIMARY CARE	Registered	88615071	12-Sep- 2019	6126617	11-Aug- 2020
PRACTICAL UPDATES IN PRIMARY CARE	Registered	90008704	18-Jun- 2020	6374886	1-Jun- 2021
	Registered	88657168	16-Oct- 2019	6033823	14-Apr- 2020
ROCKY MOUNTAIN SYMPOSIUM	Pending	90776797	16-Jun- 2021		
SUICIDE PREVENTION 360	Registered	88615027	12-Sep- 2019	6252359	19-Jan- 2021

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MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
SUICIDE PREVENTION 360	Registered	88615061	12-Sep-	6252360	19-Jan-
			2019		2021
TARDIVE DYSKINESIA 360	Registered	90059438	17-Jul-	6245525	12-Jan-
			2020		2021
THE EVOLUTION OF	Registered	88657079	16-Oct-	6033822	14-Apr-
PSYCHOTHERAPY			2019		2020
<del></del>	Registered	88657121	16-0ct-	6073647	9-Jun-
The Evolution			2019		2020
of Psychotherapy					
WEST COAST SYMPOSIUM	Pending	90776794	16-Jun-		
			2021		
WEST COAST SYMPOSIUM ON	Pending	90521178	9-Feb-		
ADDICTION DISORDERS			2021		

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RECORDED: 09/06/2021