

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELLKAY, LLC		09/14/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TCG SENIOR FUNDING L.L.C., AS COLLATERAL AGENT		
Street Address:	ONE VANDERBILT AVENUE, SUITE 3400		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4400198	LK BRIDGE	
Registration Number:	4403428	LK CONNECT	
Registration Number:	4431723	LK TRANSFER	
Registration Number:	4645816	LK CLOUD	
Registration Number:	4708899	IT'S ALL GOOD	
Registration Number:	4726019	LKLIVEMAPPING	
Registration Number:	4730268	LKPATIENTDATALINK	
Registration Number:	4801858	ELLKAY	
Registration Number:	4810361	PATIENT DATA LINK	
Registration Number:	4878475		
Registration Number:	4890121	IF YOU BRIDGE IT, THEY WILL COME!	
Registration Number:	4968445	PRACOO	
Registration Number:	4980050	HEALTHCARE DATA PLUMBERS	
Registration Number:	5011432	PRACOO TALK	
Registration Number:	5027262	MAKING INTEROPERABILITY HAPPEN	
Registration Number:	5039785	LK PRINT	
Registration Number:	5039790	LK EMR-ARCHIVE	
Registration Number:	2747755	CAREEVOLVE	
Serial Number:	90384041	LKHIVE	
TRADEMARK			

OP \$490.00 4400198

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: 7145401235**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM**Correspondent Name:** LATHAM & WATKINS LLP**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR**Address Line 4:** COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	017637-2269
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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SIGNATURE:	/KJA/
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DATE SIGNED:	09/14/2021
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Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2021 (this “Agreement”), by and between ELLKAY, LLC, a New Jersey limited company (the “Grantor”), and TCG Senior Funding L.L.C., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 14, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ELK MIDCO, LLC a Delaware limited liability company (“Midco”), the Grantor, the other GRANTORS from time to time party thereto and TCG Senior Funding L.L.C. , as the administrative agent and collateral agent, and (b) the Collateral Agreement dated as of September 14, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Midco, the Grantor, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

Section 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Section 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

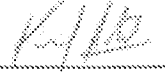
Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ELLKAY, LLC, as Grantor

By 
Name: Kamal Patel
Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

**TCG Senior Funding, L.L.C., as Collateral
Agent**

By: 
Name: Joshua Lefkowitz
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule 1

Loan Party	Trademark	Status	Registration/Application Number/
Ellkay, LLC	LKBridge	Registered	4400198
Ellkay, LLC	LKConnect	Registered	4403428
Ellkay, LLC	LKTransfer	Registered	4431723
Ellkay, LLC	LKCloud	Registered	4645816
Ellkay, LLC	It's All Good	Registered	4708899
Ellkay, LLC	LKLiveMapping	Registered	4726019
Ellkay, LLC	LKPatientDataLink	Registered	4730268
Ellkay, LLC	ELLKAY	Registered	4801858
Ellkay, LLC	Patient Data Link	Registered	4810361
Ellkay, LLC	LKBot- Design	Registered	4878475
Ellkay, LLC	If you BRIDGE it, they will come!	Registered	4890121
Ellkay, LLC	Pracoo	Registered	4968445
Ellkay, LLC	Healthcare Data Plumbers	Registered	4980050
Ellkay, LLC	Pracoo Talk	Registered	5011432
Ellkay, LLC	Making Interoperability Happen	Registered	5027262
Ellkay, LLC	LKPrint	Registered	5039785
Ellkay, LLC	LKEMR-Archive	Registered	5039790
Ellkay, LLC	LKHive	Pending	90384041
ELLKAY, LLC	CareEvolve	Registered	2747755