

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vikus Corporation		10/15/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5146343	VIKUS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030205-0438		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/19/2021		
Total Attachments: 8			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 15, 2021 is made among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Ares Capital Corporation as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Symplr Software, Inc., a Delaware corporation (the “Borrower”) and Symplr Software Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Ares Capital Corporation, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as,

the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

d. 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 such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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

f. any and all 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; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Loan Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP 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 counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect,

validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP 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 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

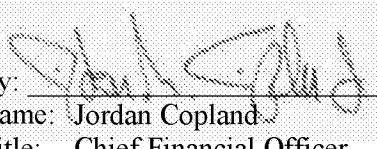
F. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of such First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

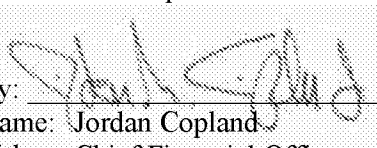
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

HEALTHCARESOURCE HR, INC.,
a Delaware corporation

By:  _____
Name: Jordan Copland
Title: Chief Financial Officer

VIKUS CORPORATION,
a Tennessee corporation


By:  _____
Name: Jordan Copland
Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: Scott Lem
Title: Authorized Signatory

By: 

Name: Scott Lem
Title: Authorized Signatory

[Signature Page to Second Lien IP Security Agreement]

Schedule A

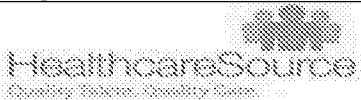
PATENTS

None.

Schedule B

TRADEMARKS

Trademark Registrations:

Registrant (Company)	Mark Description	Status / Next Activity Date
Healthcaresource HR, Inc.	MINUTE MANDATORIES App. No. 90687502 Class 41	Pending / New application will be assigned to an examining attorney approximately 6 months after filing date.
Healthcaresource HR, Inc.	NETLEARNING Reg. No. 3246432 Class 42	Registered / Renewal due July 20, 2027
Healthcaresource HR, Inc.	PATIENT-CENTERED WORKFORCE Reg. No. 5022051 Class 42	Registered / Continued Use due August 16, 2022. Renewal due August 16, 2026
Healthcaresource HR, Inc.	PERFORMANCE MANAGER Reg. No 3996876 Class 42	Registered / Renewal due July 19, 2021. Combined Declaration of Use and Renewal under Sections 8 & 9 submitted by Company on April 22, 2021.
Healthcaresource HR, Inc.	PHYSICIAN RECRUITMENT MANAGER. Reg. No. 3949559 Class 42	Registered / Renewal due Apr. 19, 2021. Combined Declaration of Use and Renewal under Sections 8 & 9 submitted by Company on March 2, 2021.
Healthcaresource HR, Inc.	POSITION MANAGER Reg. No. 3500916 Class 42	Registered / Renewal due May 29, 2027
Healthcaresource HR, Inc.	NETCOMPETENCY Reg. No. 3363231 Class 35	Registered / Renewal due Jan. 1, 2028
Healthcaresource HR, Inc.	 Reg. No. 4833189 Class 42	Registered / Section 8 Declaration due on Oct. 13, 2021
Healthcaresource HR, Inc.	HEALTHCARESOURCE Reg. No. 4833188 Class 35	Registered / Section 8 Declaration due on Oct. 13, 2021
Healthcaresource HR, Inc.	HEALTHCARESOURCE Reg. No. 3500918 Class 38	Registered / Section 8 & 9 Renewal due Sept. 16, 2028
Vikus Corporation	VIKUS Reg. No. 5146343 Class 42	Section 8 Continued Use Declaration due February 21, 2023

Schedule C

COPYRIGHTS

U.S. Copyright Registrations:

Title	Registration Number	Registration Date	Owner
Recruiter handbook: a handbook for successful recruiting	TXu000805999	7/31/1997	HealthcareSource HR, Inc.
ProspectingPerfect	TXu000821911	7/31/1997	HealthcareSource HR, Inc.
Computer concepts workshop	TXu000925882	11/9/1999	HealthcareSource HR, Inc.
Top Gun Program-- manager's survival guide.	TXu000922569	11/15/1999	HealthcareSource HR, Inc.