

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performant Financial Corporation		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A., as Administrative Agent		
Street Address:	445 S. Figueroa Street		
Internal Address:	28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3532437	PERFORMANT	
Serial Number:	90123930	PERFORMANT HEALTHCARE SOLUTIONS	
Serial Number:	97019455	MSP ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	18888295817		
Email:	trevor.harris@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	12/18/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of December 17, 2021, by PERFORMANT FINANCIAL CORPORATION (“*Grantor*”), in favor of MUFUG UNION BANK, N.A., in its capacity as Administrative Agent for itself and the other Lenders (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Creditors (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to executed and deliver to the Grantee this Trademark Security Agreement.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. Grantor hereby grants to Grantee for the benefit of the Lenders, on the terms set forth in the Security Agreement, a continuing security interest in all of Grantor’s rights, titles and interests in and to and under the following, whether presently existing or hereafter created or acquired (collectively, the “*Collateral*”), and Grantee and Grantor agree to have the security interest registered in the United States Patent and Trademark Office:
 - a. all of its Trademarks in Schedule A hereto, excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use trademark application under applicable federal law;
 - b. the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and

c. all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Trademark Security Agreement shall terminate in accordance with the Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

5. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without reference to conflicts of law rules.

[signature page follows]

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

GRANTOR:

PERFORMANT FINANCIAL CORPORATION

By 

Name: Lisa Finn

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007535 FRAME: 0079

ACCEPTED AND ACKNOWLEDGED BY:

MUFG UNION BANK, N.A., as Administrative Agent



By -----

Name: Anvar Hodjaev

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]