

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCS Healthcare Holdings, LLC		12/28/2021	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Atlantic Park Strategic Capital Fund L.P., as Collateral Agent		
Street Address:	527 Madison Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3733547	MCS	
Registration Number:	3741883	MEDICAL CARD SYSTEM	
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:	068295-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/28/2021		
Total Attachments: 6			
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated December 28, 2021, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of ATLANTIC PARK STRATEGIC CAPITAL FUND L.P., as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, KCF MERGER SUB INC., a corporation organized under the laws of the Commonwealth of Puerto Rico (the “**Initial Borrower**”), MEDICAL CARD SYSTEM, INC., a corporation organized under the laws of the Commonwealth of Puerto Rico (“**MCS**” and immediately upon consummation of the Closing Date Merger, the “**Interim Borrower**”), MCS HEALTHCARE HOLDINGS, LLC, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (“**MCSHH**”), ATLANTIC PARK STRATEGIC CAPITAL FUND L.P. as administrative agent (in such capacity, and together with its successors and permitted assigns, the “**Administrative Agent**”), the Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**” and, each individually, a “**Lender**”) entered into the Term Loan Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of the date hereof (the “**Closing Date**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for

past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto with the United States Patent and Trademark Office).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement 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 Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions

the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

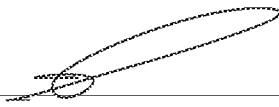
**MEDICAL CARD SYSTEM, INC.
MCS HEALTHCARE HOLDINGS, LLC**

By: 
Name: Jose R. Aponte
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]


**TRADEMARK
REEL: 007543 FRAME: 0405**

**ATLANTIC PARK STRATEGIC CAPITAL
FUND L.P.,**
as Collateral Agent

By:  _____
Name: George Fan
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations

Registered owner/ Grantor	Trademark	Registration No. and Registration Date
MCS Healthcare Holdings, LLC	 The logo consists of the letters 'MCS' in a bold, sans-serif font, enclosed within a square border that has a textured, grid-like appearance.	3733547 05-JAN-2010
MCS Healthcare Holdings, LLC	MEDICAL CARD SYSTEM	3741883 26-JAN-2010