OP \$40.00 5691294

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM698422 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARC Healthcare Technologies LLC		12/29/2021	Limited Liability Company: GEORGIA
Eir CL Midco, LLC		12/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	First Horizon Bank, as Administrative Agent		
Street Address: 211 Franklin Road, Suite 300			
City: Brentwood			
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: TENNESSEE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5691294	CLAIMLOGIQ	

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

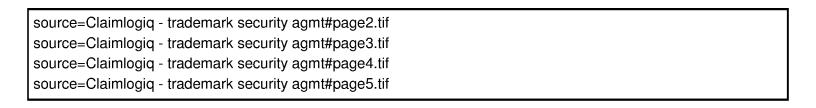
Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Y DOCKET NUMBER: Claimlogiq - 2073508.0029	
NAME OF SUBMITTER:	Carol Fraser	
SIGNATURE:	//Carol Fraser//	
DATE SIGNED:	12/29/2021	

Total Attachments: 5

source=Claimlogig - trademark security agmt#page1.tif



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, is made by EIR CL MIDCO, LLC., a Delaware limited liability company ("Holdings"), ARC HEALTHCARE TECHNOLOGIES LLC, a Georgia limited liability company (the "Borrower" and together with Holdings the "Grantors" and each individually a "Grantor") in favor of First Horizon Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties party thereto, the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders"), and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guarantee and Collateral Agreement pursuant to which each Grantor is now required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein 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 Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. 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 Obligations (as defined in the Credit Agreement) of the Grantors, hereby collaterally assigns and grants to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
 - (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (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, without limitation, 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.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Section 4.</u> <u>Counterparts.</u> 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401.

[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.

Very truly yours,

ARC HEALTHCARE TECHNOLOGIES LLC, a Georgia limited liability company, as a Grantor

Brett Carlson President

EIR CL MIDCO, LLC, a Delaware limited liability company, as a Grantor

Brott Cordon Monage

FHB/CLAIMLOGIQ TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

ACCEPTED AND AGREED as of the date first above written:

FIRST HORIZON BANK, as Administrative Agent

Name: Sameer Gupta

Title: Managing Director

FHB CLAIMLOGIQ TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

OWNER	WORD MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
ARC HEALTHCARE TECHNOLOGIES LLC	CLAIMLOGIQ	88050166	5691294	March 5, 2019

Exclusively Licensed Trademarks

RECORDED: 12/29/2021

None.