

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDHOST Cloud Services, Inc.		12/29/2021	Corporation: DELAWARE
MEDHOST of Tennessee, Inc.		12/29/2021	Corporation: TENNESSEE
MEDHOST Direct Inc.		12/29/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5952945	COMMUNITY BRIDGE	
Registration Number:	5286352	I GIVE BEYOND	
Registration Number:	3922729	MEDHOST	
Registration Number:	5307636	MEDHOST	
Registration Number:	5132651	MEDHOST	
Registration Number:	4683644	MEDHOST DIRECT	
Registration Number:	3124679	MEDHOST POWERFUL SOLUTIONS...SIMPLICITY	
Registration Number:	5167180	THE NASHVILLE EXPERIENCE	
Registration Number:	4985231	THOUGHT CLOUDS	
Registration Number:	4950596	TRANSVISIONAL THINKER	
Registration Number:	4950595	TRANSVISIONAL THINKING	
Registration Number:	4985232	THRIVE25	
Registration Number:	5424840	YCE MARKETING SERVICES	
Registration Number:	6223732		
Registration Number:	6161978	YOURCARE	
Registration Number:	5009851	YOURCARE	
Registration Number:	4990560	YOURCAREANALYTICS	

OP \$715.00 5952945

Property Type	Number	Word Mark
Registration Number:	4571813	YOURCARECOMMUNITY
Registration Number:	6191091	YOURCARE CONTINUUM
Registration Number:	4990562	YOURCAREDATA
Registration Number:	5475813	YOURCAREEVERYWHERE
Registration Number:	4953133	
Registration Number:	5413185	YOURCAREINTERACT
Registration Number:	4912243	YOURCARELINK
Registration Number:	4990559	YOURCAREREFERRAL
Registration Number:	4990561	YOURCARETRANSFER
Registration Number:	4924094	YOURCAREUNIVERSE
Registration Number:	4905203	

CORRESPONDENCE DATA

Fax Number: 8888295819

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: 3122883586

Email: CLS-ResultsChicagoUCC@wolterskluwer.com

Correspondent Name: Nancy Helm Brown

Address Line 1: 2929 Allen Pkwy

Address Line 2: Suite 3300

Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	12/29/2021

Total Attachments: 9

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TRADEMARK COLLATERAL AGREEMENT

This 29th day of December, 2021, MEDHOST Cloud Services, Inc., a Delaware corporation, MEDHOST of Tennessee, Inc., a Tennessee corporation and MEDHOST Direct, Inc., a Tennessee corporation (“*Debtors*”), each with its principal place of business and mailing address at 6550 Carothers Parkway, Franklin, Tennessee 37067, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, National Association, a national banking association (“*Fifth Third*”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtors, MEDHOST Solutions Corp., a Delaware Corporation (the “*Borrower*”), and certain affiliates of the Debtors and the Borrower as set out in that certain Security Agreement bearing even date herewith by and among Debtors, Borrower, such affiliates and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by any Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as such Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral

Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations law) that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MEDHOST CLOUD SERVICES, INC.
MEDHOST OF TENNESSEE, INC.
MEDHOST DIRECT, INC.

By 
Name: Matthew Higgins
Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Collateral Agreement]