

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEYSTONE PEER REVIEW ORGANIZATION, INC.		01/26/2022	Corporation: PENNSYLVANIA
EQHEALTH SOLUTIONS, LLC		01/26/2022	Limited Liability Company: DELAWARE
HEALTH INFORMATION DESIGNS, LLC		01/26/2022	Limited Liability Company: ALABAMA

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4133891	EQSUIITE
Registration Number:	4663024	EQCARE
Serial Number:	90667389	EQ HEALTH SOLUTIONS
Serial Number:	90667392	EQ HEALTH SOLUTIONS
Registration Number:	2917022	RXEXPLORER
Registration Number:	3054117	RXPART
Registration Number:	5194039	INTELLIGENT VALUE
Registration Number:	6406373	KEPRO
Registration Number:	4482633	KEPRO
Registration Number:	5076825	K KEPRO

CORRESPONDENCE DATA

Fax Number: 3105572193

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.

TRADEMARK

Phone: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.449

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 01/26/2022

Total Attachments: 5

source=04. Kepro - Trademark Security Agreement [Executed]#page1.tif
source=04. Kepro - Trademark Security Agreement [Executed]#page2.tif
source=04. Kepro - Trademark Security Agreement [Executed]#page3.tif
source=04. Kepro - Trademark Security Agreement [Executed]#page4.tif
source=04. Kepro - Trademark Security Agreement [Executed]#page5.tif

SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated January 26, 2022 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MIDCAP FINANCIAL TRUST (“MidCap”) 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 therein.

WHEREAS, KEYSTONE ACQUISITION CORP., a Delaware corporation (“Parent Borrower”), KINGSMAN BUYER, INC., a Delaware corporation (“Holdings”), KEYSTONE PEER REVIEW ORGANIZATION, INC., a Pennsylvania corporation, KEPRO ACQUISITIONS, INC., a Pennsylvania corporation, APS HEALTHCARE BETHESDA, INC., an Iowa corporation, OHIO KEPRO, INC., an Ohio corporation, APS HEALTHCARE QUALITY REVIEW, INC., a Delaware corporation (each a “Borrower”, and collectively the “Borrowers”), KINGSMAN BUYER, INC., a Delaware corporation (“Holdings”), MidCap, as Administrative Agent and as Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement, dated as of January 26, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have 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, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

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 as a condition thereof to execute this Trademark 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): 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 (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such 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 Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured 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 Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark 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.

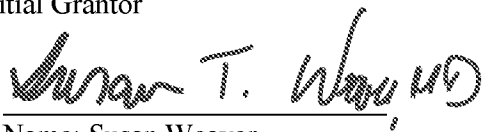
[Signature Pages Follow]

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

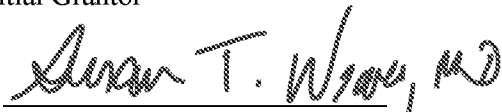
KEYSTONE PEER REVIEW ORGANIZATION, INC.,
as an Initial Grantor

By: 
Name: Susan Weaver
Title: President and Chief Executive Officer

EQHEALTH SOLUTIONS, LLC,
as an Initial Grantor

By: 
Name: Susan Weaver
Title: President and Chief Executive Officer

HEALTH INFORMATION DESIGNS, LLC,
as an Initial Grantor

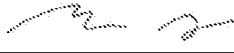
By: 
Name: Susan Weaver
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:




MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Status	App. Date or Reg. Date
EQHEALTH SOLUTIONS, LLC	EQSUITE	4,133,891	Registered	1-MAY-2012
EQHEALTH SOLUTIONS, LLC	EQCARE	4,663,024	Registered	30-DEC- 2013
EQHEALTH SOLUTIONS, LLC	EQ HEALTH SOLUTIONS 	90/667,389	Pending	23-APR-2021
EQHEALTH SOLUTIONS, LLC	EQ HEALTH SOLUTIONS 	90/667,392	Pending	23-APR-2021
Health Information Designs, LLC	RXEXPLORER	2,917,022	Registered	11-JAN-2005
Health Information Designs, LLC	RxPert	3,054,117	Registered	31-JAN-2006
Keystone Peer Review Organization, Inc.	INTELLIGENT VALUE	5,194,039	Registered	02-MAY-2017
Keystone Peer Review Organization, Inc.	KePRO	6,406,373	Registered	6-JULY-2021
Keystone Peer Review Organization, Inc.	KEPRO	4,482,633	Registered	15-APR-2013
Keystone Peer Review Organization, Inc.	K KEPRO 	5,076,825	Registered	15-FEB-2016