

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMAB, LLC		02/16/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CIT Bank, a division of First-Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.)		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6230533	MEDAUTOCODE	
Registration Number:	6218389	MEDPROVE	
Registration Number:	6218230	MEDVALIDATE	
Registration Number:	6218212	MEDSCHEDULING	
Registration Number:	6218213	MEDQUALIFY	
Registration Number:	6262610	MEDACCUY	
Registration Number:	6025499	MEDUITAI	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387253-74		
NAME OF SUBMITTER:	Kristin Brozovic		

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SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	02/16/2022
Total Attachments: 5 source=cit rmp third amendment trademark security agreement#page1.tif source=cit rmp third amendment trademark security agreement#page2.tif source=cit rmp third amendment trademark security agreement#page3.tif source=cit rmp third amendment trademark security agreement#page4.tif source=cit rmp third amendment trademark security agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2022, is made by PMAB, LLC, a North Carolina limited liability company ("Grantor"), in favor of CIT Bank, a division of First-Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.), ("CIT"), 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 referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit and Guaranty Agreement, dated as of February 7, 2020 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PMAB, LLC, a North Carolina limited liability company ("PMAB"), RMP ACQUISITION INC., a Delaware corporation ("RMP AcquisitionCo"; RMP AcquisitionCo, together with PMAB and each other Person joined thereto as a Borrower from time to time in accordance with the terms thereof with the consent of the Administrative Agent, each a "Borrower" and together, the "Borrowers"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and CIT, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security and Pledge Agreement dated as of February 7, 2020, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security and Pledge Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises 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 Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or in Security and Pledge Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, to secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest

in any and all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(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. Security and Pledge 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 Security and Pledge Agreement and 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 Security and Pledge Agreement. In the event of any conflict or inconsistency between the Security and Pledge Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Security and Pledge Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by Grantor in its reasonable business judgment.

Section 5. Counterparts. 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 6. 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.

Section 7. Release. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Grantor's request, the Administrative Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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,

PMAB, LLC, as Grantor

By: 

Name: Steve Villa

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007635 FRAME: 0771

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
MEDAUTOCODE	90028769	6/30/20	6230533	12/22/20	Registered
MEDPROVE	88784536	2/4/20	6218389	12/8/20	Registered
MEDVALIDATE	88705469	11/25/19	6218230	12/8/20	Registered
MEDSCHEDULING	88696374	11/18/19	6218212	12/8/20	Registered
MEDQUALIFY	88696387	11/18/19	6218213	12/8/20	Registered
MEDACCUPAY	88509648	7/11/19	6262610	2/2/21	Registered
MEDUITAI	88381205	4/11/19	6025499	3/31/20	Registered