

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718182

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|-------------------------------------|
| Lumeris Solutions Company, LLC | | 03/31/2022 | Limited Liability Company: DELAWARE |
| Lumeris Healthcare Outcomes, LLC | | 03/31/2022 | Limited Liability Company: MISSOURI |
| Forecast Health, Inc. | | 03/31/2022 | Corporation: NORTH CAROLINA |
| Essence Group Holdings Corporation | | 03/31/2022 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------------|
| Name: | Deerfield MGMT, L.P., as Agent |
| Street Address: | 345 Park Avenue South, 12th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Limited Partnership: DELAWARE |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------|
| Registration Number: | 4071877 | |
| Registration Number: | 5102191 | FORECAST HEALTH |
| Registration Number: | 6644362 | |
| Registration Number: | 5826205 | LUMERIS |
| Registration Number: | 5958923 | LUMERIS |
| Serial Number: | 88665864 | LUMERIS |
| Registration Number: | 6644358 | LUMERIS |
| Registration Number: | 5826208 | LUMERIS |
| Registration Number: | 5958922 | LUMERIS |
| Serial Number: | 88665909 | LUMERIS |
| Registration Number: | 6068023 | |
| Registration Number: | 5826207 | |
| Registration Number: | 5958924 | |
| Registration Number: | 6547283 | MAESTRO |

TRADEMARK

REEL: 007677 FRAME: 0623

900685078

CH \$490.00 4071877

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 6547299 | MAESTRO |
| Registration Number: | 6547301 | MAESTRO |
| Registration Number: | 6123735 | MAESTRO ADVANTAGE |
| Registration Number: | 6128993 | TUNING HEALTHCARE |
| Registration Number: | 6424474 | MYPYCP |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 333285-00125 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 03/31/2022 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 31st day of March, 2022 by LUMERIS SOLUTIONS COMPANY, LLC, a Delaware limited liability company (“**LSC**”), LUMERIS HEALTHCARE OUTCOMES, LLC, a Missouri limited liability company (“**LHO**”), FORECAST HEALTH, INC., a North Carolina Corporation (“**FHI**”) and ESSENCE GROUP HOLDINGS CORPORATION, a Delaware corporation (“**EGHC**”; LSC, LHO, FHI and EGHC each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of DEERFIELD MGMT, L.P., as Agent for the Lenders (the “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantors, the Lenders and Grantee, have entered into a certain Facility Agreement dated as of April 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantors.

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of April 19, 2016 among Grantee, Grantors and certain Affiliates of Grantors (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty Agreement**”), each Grantor has granted to Grantee a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of such Grantor (collectively, the “**Trademarks**”), including registrations and applications therefor, together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Guaranty Agreement); provided that the foregoing shall exclude all Excluded Property (as such term is defined in the Guaranty Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Facility Agreement and Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders and hereby reaffirms its prior grant pursuant to the Guaranty Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in

and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark of Grantor listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark..


3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State. All legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a Party or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

4. Loan Document. This Agreement shall constitute a Loan Document.

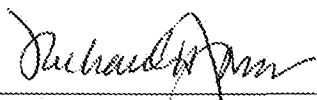
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

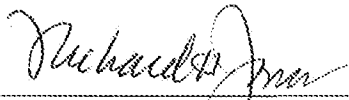
LUMERIS SOLUTIONS COMPANY, LLC, a
Delaware limited liability company

By: 
Name: Richard H. Jones
Title: Chief Financial Officer

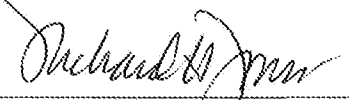
LUMERIS HEALTHCARE OUTCOMES, LLC,
a Missouri limited liability company

By: 
Name: Richard H. Jones
Title: Chief Financial Officer

**ESSENCE GROUP HOLDINGS
CORPORATION**, a Delaware corporation

By: 
Name: Richard H. Jones
Title: Chief Financial Officer

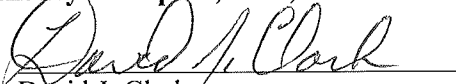
FORECAST HEALTH, INC., a North Carolina
Corporation

By: 
Name: Richard H. Jones
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

DEERFIELD MGMT, L.P.



By: J.E. Flynn Capital, LLC, its General Partner

By: 

Name: David J. Clark

Title: Authorized Signatory

Schedule A

| Mark | Owner * | Serial No. | Filing Date | Reg. No. | Reg. Date | Status |
|---|---------|------------|-------------|----------|------------|-----------------------|
|  | EGHC | 85205231 | 12/23/2010 | 4071877 | 12/13/2011 | Registered |
| FORECAST HEALTH | FHI | 86814904 | 11/10/2015 | 5102191 | 12/13/2016 | Registered |
| LUMERIS | LSC | 90588247 | 03/18/2021 | 6644362 | 02/15/2022 | Registered |
| LUMERIS | LSC | 88246124 | 12/31/2018 | 5826205 | 08/06/2019 | Registered |
| LUMERIS | LSC | 88246253 | 12/31/2018 | 5958923 | 01/14/2020 | Registered |
| LUMERIS | LSC | 88665864 | 10/23/2019 | n/a | n/a | Pending; Published |
| LUMERIS | LSC | 90588292 | 03/18/2021 | 6644358 | 02/15/2022 | Registered |
| LUMERIS | LSC | 88246127 | 12/31/2018 | 5826208 | 08/06/2019 | Registered |
| LUMERIS | LSC | 88246245 | 12/31/2018 | 5958922 | 01/14/2020 | Registered |
| LUMERIS | LSC | 88665909 | 10/23/2019 | n/a | n/a | Pending; Published |
|  | LSC | 88665970 | 10/23/2019 | 6068023 | 06/02/2020 | Registered |
|  | LSC | 90588330 | 03/18/2021 | 6644362 | 02/15/2022 | Registered |
|  | LSC | 88246126 | 12/31/2018 | 5826207 | 08/06/2019 | Registered |
|  | LSC | 88246255 | 12/21/2018 | 5958924 | 01/14/2020 | Registered |
| :maestro | LHO | 90451048 | 01/06/2021 | 6547283 | 11/02/2021 | Registered |
| :maestro | LHO | 90451200 | 01/06/2021 | 6547299 | 11/02/2021 | Registered |
| :maestro | LHO | 90451301 | 01/06/2021 | 6547301 | 11/02/2021 | Registered |
| :maestro | LHO | 88760730 | 01/15/2020 | 6123735 | 08/11/2020 | Registered |
| TUNING HEALTHCARE | LSC | 88760700 | 01/15/2019 | 6128993 | 08/18/2020 | Registered |
| MYPGP | LSC | 90262819 | 10/19/2020 | 6424474 | 07/20/2021 | Registered |