

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

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

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4229155	ADSI
Registration Number:	4229153	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE
Registration Number:	4686908	ACCOUNTABLE DELIVERY SYSTEM PLATFORM (AD
Registration Number:	4060923	
Registration Number:	4071877	
Registration Number:	3881447	CLEARPRACTICE
Registration Number:	3949551	COLLABORATIVE PAYER
Registration Number:	4060924	EGHC
Registration Number:	4071878	EGHC
Registration Number:	4060925	EGHC
Registration Number:	4071879	EGHC
Registration Number:	3988596	ENHANCED ENCOUNTER
Registration Number:	5102191	FORECAST HEALTH
Serial Number:	97230376	HEALTHCARE YOU WANT FOR YOUR MOTHER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97230397	HEALTH SYSTEM YOU WOULD TRUST WITH YOUR
Registration Number:	6644362	
Registration Number:	5826205	LUMERIS
Registration Number:	3881476	LUMERIS
Registration Number:	5958923	LUMERIS
Serial Number:	88665864	LUMERIS
Registration Number:	6644358	LUMERIS
Registration Number:	5826208	LUMERIS
Registration Number:	3897144	LUMERIS
Registration Number:	5958922	LUMERIS
Serial Number:	88665909	LUMERIS
Registration Number:	6068023	
Registration Number:	5826207	
Registration Number:	3897146	
Registration Number:	5958924	
Registration Number:	4051917	MAESTRO
Registration Number:	6547283	MAESTRO
Registration Number:	6547299	MAESTRO
Registration Number:	6547301	MAESTRO
Registration Number:	6123735	MAESTRO ADVANTAGE
Registration Number:	4614880	NINE C'S
Registration Number:	6128993	TUNING HEALTHCARE
Registration Number:	6424474	MYPCP

**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: 6

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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 PARTNERS, 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 Senior Subordinated Secured Facility Agreement dated as of March 31, 2022 (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 March 31, 2022 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..

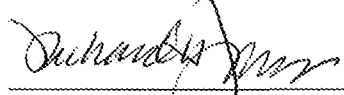
3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State. All legal proceedings 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.

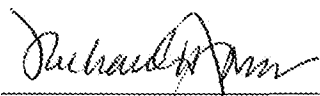
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

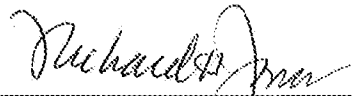
**LUMERIS SOLUTIONS COMPANY, LLC**, a  
Delaware limited liability company

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

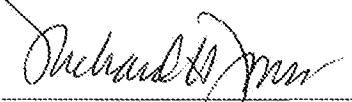
**LUMERIS HEALTHCARE OUTCOMES, LLC**,  
a Missouri limited liability company

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

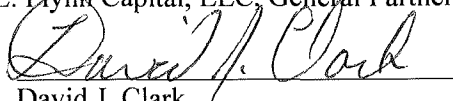
**FORECAST HEALTH, INC.**, a North Carolina  
Corporation

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

Agreed and Accepted  
As of the Date First Written Above:

**DEERFIELD PARTNERS, L.P.**, as Agent

By: Deerfield Mgmt, L.P., General Partner  
By: J.E. Flynn Capital, LLC, General Partner

By:   
Name: David J. Clark  
Title: Authorized Signatory

## Schedule A

### Trademarks (USA)

Mark	Owner *	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
ADSI	LSC	85518878	01/18/2012	4229155	10/23/2012	Registered
	LSC	85518839	01/18/2012	4229153	10/23/2012	Registered
ACCOUNTABLE DELIVERY SYSTEM PLATFORM (ADSP)	LSC	86140020	12/10/2013	4686908	02/17/2015	Registered
	EGHC	85047244	05/25/2010	4060923	11/22/2011	Registered
	EGHC	85205231	12/23/2010	4071877	12/13/2011	Registered
CLEAR PRACTICE	LSC	77899482	12/22/2009	3881447	11/23/2010	Registered
COLLABORATIVE PAYER	LSC	85086752	07/16/2010	3949551	04/19/2011	Registered
EGHC	EGHC	85047249	05/25/2010	4060924	11/22/2011	Registered
EGHC	EGHC	85205235	12/23/2010	4071878	12/13/2011	Registered
	EGHC	85047254	05/25/2010	4060925	11/22/2011	Registered
	EGHC	85205238	12/23/2010	4071879	12/13/2011	Registered
ENHANCED ENCOUNTER	LSC	85086748	07/16/2010	3988596	07/05/2011	Registered
FORECAST HEALTH	FHI	86814904	11/10/2015	5102191	12/13/2016	Registered
HEALTHCARE YOU WOULD WANT FOR YOUR MOTHER	LSC	97230376	01/20/2022	n/a	n/a	Pending
HEALTH SYSTEM YOU WOULD TRUST WITH YOUR MOTHER	LSC	97230397	01/20/2022	n/a	n/a	Pending
LUMERIS	LSC	90588247	03/18/2021	6644362	02/15/2022	Registered
LUMERIS	LSC	88246124	12/31/2018	5826205	08/06/2019	Registered
LUMERIS	LSC	77906655	01/07/2010	3881476	11/23/2010	Registered
LUMERIS	LSC	88246253	12/31/2018	5958923	01/14/2020	Registered
LUMERIS	LSC	88665864	10/23/2019	n/a	n/a	Pending; Published
	LSC	90588292	03/18/2021	6644358	02/15/2022	Registered
	LSC	88246127	12/31/2018	5826208	08/06/2019	Registered
	LSC	85035035	05/11/2010	3897144	12/28/2010	Registered
	LSC	88246245	12/31/2018	5958922	01/14/2020	Registered
	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	85035038	05/11/2010	3897146	12/28/2010	Registered
	LSC	88246255	12/21/2018	5958924	01/14/2020	Registered
MAESTRO	LHO	85153886	10/15/2010	4051917	11/08/2011	Registered
<b>:maestro</b>	LHO	90451048	01/06/2021	6547283	11/02/2021	Registered
<b>:maestro</b>	LHO	90451200	01/06/2021	6547299	11/02/2021	Registered
<b>:maestro</b>	LHO	90451301	01/06/2021	6547301	11/02/2021	Registered
<b>:maestro</b>	LHO	88760730	01/15/2020	6123735	08/11/2020	Registered
NINE C'S	LSC	86016535	07/22/2013	4614880	09/30/2014	Registered
TUNING HEALTHCARE	LSC	88760700	01/15/2019	6128993	08/18/2020	Registered
MYPKP	LSC	90262819	10/19/2020	6424474	07/20/2021	Registered