

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Management Health Solutions, Inc.		04/25/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as collateral agent		
<b>Street Address:</b>	4 Chase Metrotech Center		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88134502	SYFT	
<b>Serial Number:</b>	88211912	SYFT SYNERGY	
<b>Serial Number:</b>	90446470	DOCK-TO-DOC	
<b>Serial Number:</b>	87460573	CASE COST 360	
<b>Serial Number:</b>	76445568	@PAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6023826228		
<b>Email:</b>	ipdocket@swlaw.com,hsobelman@swlaw.com,mnorton@swlaw.com,dmier@swlaw.com		
<b>Correspondent Name:</b>	Howard I. Sobelman		
<b>Address Line 1:</b>	400 E. Van Buren		
<b>Address Line 2:</b>	One Arizona Center		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	51168.00001		
<b>NAME OF SUBMITTER:</b>	Howard I. Sobelman		
<b>SIGNATURE:</b>	/Howard I. Sobelman/		

CH \$140.00 88134502

<b>DATE SIGNED:</b>	04/25/2022
---------------------	------------

**Total Attachments: 5**  
source=1st TM Assign#page1.tif  
source=1st TM Assign#page2.tif  
source=1st TM Assign#page3.tif  
source=1st TM Assign#page4.tif  
source=1st TM Assign#page5.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of April 25, 2022, is made by MANAGEMENT HEALTH SOLUTIONS, INC., a New York corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), GHX Ultimate Parent Corporation, a Delaware corporation (the “Borrower”), the Lenders and Letters of Credit Issuers from time to time party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein and (b) one or more Cash Management Banks or Hedge Banks may from time to time enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a First Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with Supplement No. 3 thereto, dated as of April 25, 2022, between the Grantor and the Agent, and all further amendments, restatements, supplements or other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and Security Interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable
2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property and that are listed on Schedule A hereto, including the goodwill associated therewith or symbolized thereby (the “Trademark Collateral”), to the Agent for the benefit of the

Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" such Trademarks will not be deemed to be Trademark Collateral prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a current assignment of any Trademark Collateral, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MANAGEMENT HEALTH SOLUTIONS, INC.  
as the Grantor

By: 

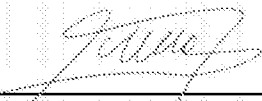
Name: Christopher McManus

Title: Vice President and Secretary

*[Signature Page to the First Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007701 FRAME: 0924**

JPMORGAN CHASE BANK, N.A.  
as the Collateral Agent

By:   
Name: Maurice Dattas  
Title: Vice President

*[Signature Page to the First Lien Trademark Security Agreement]*