

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelichart, LLC		06/22/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 West Madison Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87477162	ENGAGEMENT TO OUTCOMES	
Serial Number:	87348965	NOTIFY	
Serial Number:	87191412	THINK OUTSIDE THE VISIT	
Serial Number:	87191257	HEALTHY OUTCOMES	
Serial Number:	87389118	SURVEYPRO	
Serial Number:	77083609	INTELICHART	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	tm@dykema.com		
Correspondent Name:	Shannon M. McKeon		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	104085.000586		
NAME OF SUBMITTER:	Shannon Marie McKeon		
SIGNATURE:	/Shannon Marie McKeon/		
DATE SIGNED:	06/28/2022		

CH \$165.00 87477162

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of June 22, 2022, by and among INTELICHART, LLC, a North Carolina limited liability company ("Borrower"), HEALTHCARE SYSTEMS HOLDINGS, LLC, a North Carolina limited liability company ("Guarantor"), and together with Borrower, collectively, "Loan Parties" and each a "Loan Party", and CIBC BANK USA ("Lender").

W I T N E S S E T H

WHEREAS, Borrower, Guarantor, the other "Loan Parties" party thereto, if any, and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement"), and in connection therewith, Loan Parties and Lender are parties to other related loan documents dated as of even date herewith (collectively, together with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by each Loan Party to Lender of a security interest in certain of such Loan Party's assets, including, without limitation, its trademarks and trademark applications;

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 Loan Party agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the "Obligations" (as defined in the Loan Agreement), each Loan Party hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Loan Party's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the

world and the goodwill of each Loan Party's business connected with the use of and symbolized by the Trademarks.

3. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

4. Waivers. No course of dealing between Loan Parties (or any one of them) and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

6. Cumulative Remedies; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

7. Binding Effect; Benefits. This Security Agreement shall be binding upon each Loan Party and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

8. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

9. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

10. Further Assurances. Each Loan Party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

11. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the words “Loan Party” and “Loan Parties” shall be so construed.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Loan Party has duly executed this Trademark Security Agreement as of the date first written above.

INTELICHART, LLC, a North Carolina limited liability company

By: 
Name: Gary Hamilton
Its: Manager

HEALTHCARE SYSTEMS HOLDINGS, LLC, a North Carolina limited liability company

By: 
Name: Gary Hamilton
Its: Manager

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: Robert Cybulski
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007764 FRAME: 0163

IN WITNESS WHEREOF, each Loan Party has duly executed this Trademark Security Agreement as of the date first written above.

INTELICHART, LLC, a North Carolina limited liability company

By: _____
Name: Gary Hamilton
Its: Manager

HEALTHCARE SYSTEMS HOLDINGS, LLC, a North Carolina limited liability company

By: _____
Name: Gary Hamilton
Its: Manager

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By:  _____
Name: Robert Cybulski
Title: Managing Director

SCHEDULE A

TRADEMARKS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Intelichart, LLC	ENGAGEMENT TO OUTCOMES	87477162	June 6, 2017
Intelichart, LLC	NOTIFY	87348965	February 24, 2017
Intelichart, LLC	THINK OUTSIDE THE VISIT	87191412	October 3, 2016
Intelichart, LLC	HEALTHY OUTCOMES	87191257	October 3, 2016
Intelichart, LLC	SURVEYPRO	87389118	March 28, 2017
Intelichart, LLC	INTELICHART	77083609	January 16, 2007

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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