

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EVOLENT HEALTH LLC		08/01/2022	Limited Liability Company: DELAWARE
NCH MANAGEMENT SYSTEMS, INC.		08/01/2022	Corporation: CALIFORNIA
VITAL DECISIONS, LLC		08/01/2022	Limited Liability Company: DELAWARE
IMPLANTABLE PROVIDER GROUP, INC.		08/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACF FINCO I LP, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75705146	ABOVEHEALTH	
<b>Serial Number:</b>	76593378	ACCELEHEALTH	
<b>Serial Number:</b>	85444384	EVOLENT	
<b>Serial Number:</b>	86464635	EVOLENT HEALTH	
<b>Serial Number:</b>	86623596	SHOP2MANAGE	
<b>Serial Number:</b>	86750084	VISION	
<b>Serial Number:</b>	86750062	VMINE	
<b>Serial Number:</b>	86750087	VQUEST	
<b>Serial Number:</b>	85505343	NEW CENTURY HEALTH	
<b>Serial Number:</b>	85492236	NEW CENTURY HEALTH	
<b>Serial Number:</b>	77750195	VITAL DECISIONS	
<b>Serial Number:</b>	86546894	LIVING VOICE	
<b>Serial Number:</b>	87006286	EXPRESS YOUR VALUES TO MAKE MEDICAL CARE	
<b>Serial Number:</b>	88174384	ADVANCED CARE ALIGNMENT	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Serial Number:	88470282	IPG
Serial Number:	85690980	IPG
Serial Number:	87713983	IPG INTEGRATED SURGICAL SOLUTIONS
Serial Number:	85960626	IPG PATHFINDER 360
Serial Number:	88170423	MYSURGPRO
Serial Number:	90657422	MY LIVING VOICE

**CORRESPONDENCE DATA**

**Fax Number:** 6179518736

*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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal St

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	08/01/2022

**Total Attachments: 7**

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- source=Ares-Evolent -Trademark Security Agreement (Executed)#page2.tif
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- source=Ares-Evolent -Trademark Security Agreement (Executed)#page5.tif
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 1st day of August, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “*Collateral Agent*”)

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among EVOLENT HEALTH, INC., a Delaware corporation (“*Parent*”), EVOLENT HEALTH LLC, a Delaware limited liability company (“*Evolent*”), ENDZONE MERGER SUB, INC., a Delaware corporation (“*Endzone*” or “*Initial Borrower*”), which upon consummation of the TPG Acquisition (as defined in the Credit Agreement) will be merged with and into TPG GROWTH ICEMAN PARENT, INC., a Delaware corporation (“*TPG*”), IMPLANTABLE PROVIDER GROUP, INC., a Delaware corporation (“*Implantable*”, collectively with Evolent, Endzone and TPG, the “*Borrowers*” and each a “*Borrower*”), each Subsidiary signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each, a “*Lender*” and, collectively, the “*Lenders*”), ARES CAPITAL CORPORATION, a Maryland corporation (“*Ares*”), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), the Collateral Agent, and ACF FINCO I LP as revolver agent for the Revolving Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Revolver Agent*”), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor and certain other affiliates of the Grantors have executed and delivered a Security Agreement, dated as of August 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Collateral Agent, for the benefit of each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and IP Licenses, to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License.

Notwithstanding the foregoing, Trademark Collateral shall not include Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Event of Default under Section 10.01(h) of the Credit Agreement involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement shall be subject to all of the terms and conditions set forth in Section 1.02 of the Credit Agreement, *mutatis mutandis*.

8. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

9. **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT; (II) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (III) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPLICABLE PARTY AT ITS RESPECTIVE ADDRESS SET FORTH IN SCHEDULE 12.02 OF THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE APPLICABLE PARTY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO; (IV) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER CREDIT DOCUMENT AGAINST THE BORROWER OR ANY OTHER CREDIT PARTY OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION; AND (V) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 9 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.**

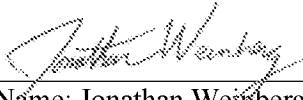
10. **THE GRANTOR AND COLLATERAL AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

[SIGNATURE PAGE FOLLOWS]

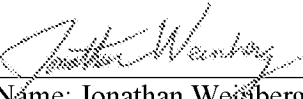
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

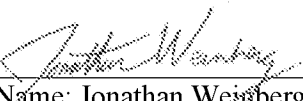
**EVOLENT HEALTH LLC,**  
a Delaware limited liability company

By:   
Name: Jonathan Weinberg  
Title: Secretary

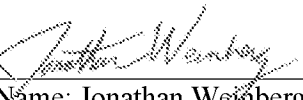
**NCH MANAGEMENT SYSTEMS, INC.,**  
a California corporation

By:   
Name: Jonathan Weinberg  
Title: Secretary

**VITAL DECISIONS, LLC**  
a Delaware limited liability company

By:   
Name: Jonathan Weinberg  
Title: Secretary

**IMPLANTABLE PROVIDER GROUP, INC.**  
a Delaware corporation

By:   
Name: Jonathan Weinberg  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

COLLATERAL AGENT:

**ACF FINCO I LP**  
a Delaware limited partnership

By:  \_\_\_\_\_

Name: Ryan T. Magee  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks Owned**

<b>OWNER</b>	<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>REG DATE</b>	<b>REG. NO.</b>
Evotent Health LLC	ABOVEHEALTH	USA	75705146	December 16, 2003	2795110
Evotent Health LLC	ACCELEHEALTH	USA	76593378	September 20, 2005	2996693
Evotent Health LLC	EVOLENT	USA	85444384	April 23, 2013	4325213
Evotent Health LLC	EVOLENT HEALTH	USA	86464635	March 8, 2016	4972079
Evotent Health LLC	SHOP2MANAGE	USA	86623596	October 25, 2016	5069535
Evotent Health LLC	VISION	USA	86750084	December 31, 2019	5950385
Evotent Health LLC	VMINE	USA	86750062	August 20, 2019	5839929
Evotent Health LLC	VQUEST	USA	86750087	December 17, 2019	5938234
NCH Management Systems, Inc. (DBA New Century Health)	NEW CENTURY HEALTH	USA	85505343	April 8, 2014	4508817
NCH Management Systems, Inc. (DBA New Century Health)	NEW CENTURY HEALTH and design	USA	85492236	April 29, 2014	4519879
Vital Decisions, LLC	VITAL DECISIONS	USA	77750195	December 29, 2009	3731263
Vital Decisions, LLC	Living voice	USA	86546894	April 19, 2016	4942693
Vital Decisions, LLC	Express your values to Make Medical care Personal again	USA	87006286	November 29, 2016	5090641



OWNER	MARK	COUNTRY	SERIAL NO.	REG DATE	REG. NO.
Vital Decisions, LLC	Advanced Care Alignment	USA	88174384	June 2, 2020	6071289
Implantable Provider Group, Inc.	IPG and design	USA	88470282	December 24, 2019	5944075
Implantable Provider Group, Inc.	IPG	USA	85690980	September 30, 2014	4614271
Implantable Provider Group, Inc.	IPG INTEGRATED SURGICAL SOLUTIONS	USA	87713983	June 30, 2020	6088075
Implantable Provider Group, Inc.	IPG PATHFINDER 360	USA	85960626	January 21, 2014	4470517
Implantable Provider Group, Inc.	MYSURGPRO	USA	88170423	January 14, 2020	5962713

**Trademark Applications Owned:**

OWNER	MARK	COUNTRY	SERIAL NO.	REG DATE	REG. NO.
Vital Decisions, LLC	MY Living Voice	USA	90657422	N/A	N/A