

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matchwell, Inc.		10/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent		
Street Address:	600 Washington Boulevard, 9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97264425	HEALTHCARE'S VERY FIRST UN-AGENCY	
Registration Number:	5747228	MATCHWELL	
Serial Number:	97264405	UN-AGENCY	
Registration Number:	6043498	WE MATCH WELL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1807606 TM 1		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		
DATE SIGNED:	10/11/2022		

OP \$115.00 97264425

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 4, 2022 (this “Agreement”), among Matchwell, Inc., a Delaware corporation (the “Grantor”), and UBS AG, STAMFORD BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of November 1, 2021 (the “Credit Agreement”), among REVERB BUYER, INC., a Delaware corporation (the “Initial Borrower”), MEDICAL SOLUTIONS PARENT HOLDINGS, INC., a Delaware corporation (“Holdings”), MEDICAL SOLUTIONS L.L.C., a Delaware limited liability company, as a Borrower and MEDICAL SOLUTIONS HOLDINGS, INC., a Delaware corporation, as a Borrower (together, with Medical Solutions L.L.C., collectively, the “Borrower”), each of the SUBSIDIARY GRANTORS identified herein and UBS AG, STAMFORD BRANCH, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of November 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall immediately and automatically terminate and the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery

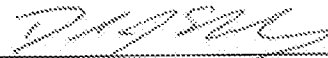
of a manually executed counterpart hereof. The words "execution," "signed," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement shall be construed in accordance with and governed by the law of the state of New York.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Matchwell, Inc.,
as Grantor


By: 
Name: Daniel Shedivy
Title: Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007856 FRAME: 0284

UBS AG, STAMFORD BRANCH, as Collateral Agent,

By: 
Name: Danielle Calo
Title: Associate Director

By: 
Name: Dionne Robinson
Title: Associate Director

Schedule I

Mark	Jurisdiction	Serial. No./ Filing Date	Registration. No./ Registration Date	Status	Owner of Record
HEALTHCARE'S VERY FIRST UN-AGENCY	USA	97264425 11-FEB-2022		Pending	Matchwell, Inc.
MATCHWELL	USA	87907295 04-MAY-2018	5747228 07-MAY- 2019	Registered	Matchwell, Inc.
UN-AGENCY	USA	97264405 11-FEB-2022		Pending	Matchwell, Inc.
WE MATCH WELL	USA	88257940 11-JAN-2019	6043498 28-APR-2020	Registered	Matchwell, Inc.