

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760437

| | | | |
|---|--|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT (SECOND LIEN) | | |
| SEQUENCE: | 2 | | |
| 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 2 | | |
| 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 Second 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 Second 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

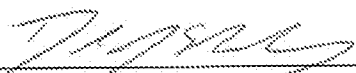
of a manually executed counterpart hereof. The words "execution," "signed," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or 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.

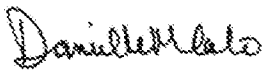
Matchwell, Inc., as Grantor

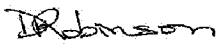
By: 
Name: Daniel Shedivy
Title: Chief Financial Officer

{SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 007860 FRAME: 0074

UBS AG, STAMFORD BRANCH, as Collateral Agent,

By: 
Name: Daniella Caio
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. |