

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759683

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement (First Lien)     |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                               | <b>Execution Date</b> | <b>Entity Type</b>    |
| Convey Health Solutions, Inc.   |   | 10/07/2022            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | Ares Capital Corporation, as Collateral Agent |                       |                       |
| <b>Street Address:</b>  | 245 Park Avenue, 44th Floor                   |                       |                       |
| <b>City:</b>  | New York                                      |                       |                       |
| <b>State/Country:</b>   | NEW YORK                                      |                       |                       |
| <b>Postal Code:</b>   | 10167   |                       |                       |
| <b>Entity Type:</b>   | Corporation: MARYLAND                         |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                 | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 6821865                                       | GHG A CONVEY COMPANY  |                       |
| <b>Registration Number:</b>   | 6719494                                       | MIRAMAR:OTC           |                       |
| <b>Registration Number:</b>   | 6719493                                       | MIRAMAR:AGENT         |                       |
| <b>Registration Number:</b>   | 6761041                                       | MIRAMAR:BILL          |                       |
| <b>Registration Number:</b>   | 6761040                                       | MIRAMAR:ENROLL        |                       |
| <b>Registration Number:</b>   | 6761039                                       | MIRAMAR               |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 8009144240                                    |                       |                       |
| <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>   | 800-713-0755                                  |                       |                       |
| <b>Email:</b>   | Michael.Violet@wolterskluwer.com              |                       |                       |
| <b>Correspondent Name:</b>  | CT Corporation                                |                       |                       |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way                       |                       |                       |
| <b>Address Line 2:</b>  | Suite 125                                     |                       |                       |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Doris Ka                                      |                       |                       |
| <b>SIGNATURE:</b>   | /Doris Ka/                                    |                       |                       |
| <b>DATE SIGNED:</b>   | 10/07/2022                                    |                       |                       |

OP \$165.00 6821865

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Convey Health Solutions, Inc.

- Individual(s)                       Association
- Partnership                         Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 7, 2022

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other Trademark Security Agreement (First Lien)

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ares Capital Corporation, as Collateral Agent

Street Address: 245 Park Avenue, 44th Floor

City: New York

State: NY

Country: USA Zip: 10167

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maryland, USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project C2 (02850.089 1L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Doris Ka

Signature

October 7, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 7, 2022, by and among CONVEY HEALTH SOLUTIONS, INC. (“Grantor”) and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain First Lien Pledge and Security Agreement, dated as of September 4, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into that certain Amendment No. 6 to the First Lien Credit Agreement, dated as of October 7, 2022, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

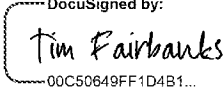
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Convey Health Solutions, Inc.**

By:    
00C50649FF1D4B1...  
Name: Timothy Fairbanks  
Title: Chief Financial Officer

Accepted and Agreed:

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:   
Name: Scott Lem  
Title: Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

| <b>Trademark</b>                 | <b>Serial No.</b> | <b>Filing Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Owner</b>                     |
|----------------------------------|-------------------|--------------------|-------------------------|--------------------------|----------------------------------|
| ghg A CONVEY<br>COMPANY & Design | 90231633          | 10/02/2020         | 6821865                 | 08/16/2022               | Convey Health<br>Solutions, Inc. |
| MIRAMAR:OTC                      | 88861065          | 04/06/2020         | 6719494                 | 05/03/2022               | Convey Health<br>Solutions, Inc. |
| MIRAMAR:AGENT                    | 88861061          | 04/06/2020         | 67199493                | 05/03/2022               | Convey Health<br>Solutions, Inc. |
| MIRAMAR:BILL                     | 88860992          | 04/06/2020         | 6761041                 | 6/14/2022                | Convey Health<br>Solutions, Inc. |
| MIRAMAR:ENROLL                   | 88860968          | 04/06/2020         | 6761040                 | 06/14/2022               | Convey Health<br>Solutions, Inc. |
| MIRAMAR                          | 88860954          | 04/06/2020         | 6761039                 | 06/14/2022               | Convey Health<br>Solutions, Inc. |