

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771928

| | | | |
|---|---|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alter Domus (US) LLC, as Collateral Agent | | 12/01/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MidCap Financial Trust, as successor collateral agent | | |
| Street Address: | 7255 Woodmont Avenue, Suite 300 | | |
| Internal Address: | c/o MidCap Financial Services, LLC | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Statutory Trust: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4280020 | CLAIMSSURE | |
| Registration Number: | 4280016 | MYHEALTHBUTTON | |
| Registration Number: | 4413085 | CNSI | |
| Registration Number: | 3115171 | RULEIT | |
| Registration Number: | 2913013 | ECAMS | |
| Registration Number: | 2718408 | AS ONE | |
| Registration Number: | 5260356 | EVOBRIX POWERED BY CNSI | |
| Registration Number: | 5227925 | EVOBRIX | |
| Registration Number: | 4940638 | MC-TRACK | |
| Serial Number: | 90610123 | HEALTHBEAT | |
| Serial Number: | 90610181 | AUDIT STUDIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028357586 | | |
| <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: | 202-835-7500 | | |
| Email: | dcip@milbank.com | | |
| Correspondent Name: | Javier J. Ramos | | |

CH \$290.00 4280020

Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 39092.00055

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/06/2022

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 1, 2022 (the “**Effective Date**”), is by and among Alter Domus (US) LLC (the “**Existing Agent**”), in its capacity as collateral agent under the Credit Agreement (as defined below) and MidCap Financial Trust (the “**Successor Agent**”), in its capacity as successor collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 17, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Mercury Midco Holdings, Inc., a Delaware corporation (“**Holdings**”), Mercury Buyer, Inc., a Delaware corporation (“**Intermediate Holdings**”), CNSI Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), the Existing Agent, each L/C Issuer from time to time party thereto and each Lender from time to time party thereto.

Reference is also made to that certain Intellectual Property Security Agreement, dated as of December 17, 2021 and recorded on December 29, 2021 with the United States Patent and Trademark Office at Reel/Frame No. 7544/0492 (the “**Intellectual Property Security Agreement**”), between Client Network Services, LLC, (the “**Grantor**”) and the Existing Agent, pursuant to which the Grantor has granted to the Existing Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

Whereas, the Existing Agent, the Successor Agent, the Borrower, Holdings, Intermediate Holdings and each other Loan Party have entered into that certain Resignation, Consent and Appointment Agreement (“**Resignation Agreement**”) dated as of the date hereof, pursuant to which the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Successor Agent has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents; and

Whereas, as of the Effective Date, pursuant to the terms of the Resignation Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Credit Agreement and the other Loan Documents and the Successor Agent accepts all such Liens and security interests, for its benefit and for the benefit of the Secured Parties:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Intellectual Property Security Agreement shall have the meanings given to such terms in the Intellectual Property Security Agreement and capitalized terms not otherwise defined shall have the meanings ascribed to them in the Resignation Agreement.

2. Assignment of Security Interest in Trademarks. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns and transfers to the Successor Agent for the benefit of the Secured Parties all right, title and interest in and to all security interests and liens on the Trademarks granted to the Existing Agent, including, without limitation, all of the Existing Agent's security interests and liens (including pursuant to the Intellectual Property Security Agreement) on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the "Assignment").

3. Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Assignment is provided in connection with the Resignation Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Resignation Agreement, the terms of the Resignation Agreement shall control.

4. Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the reasonable sole expense of Holdings and the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Assignment of Intellectual Property Security Agreement.

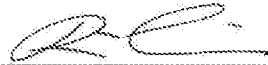
6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

ALTER DOMUS (US) LLC,
as Existing Agent

By:



.....
Name: Pinju Chiu

Title: Associate Counsel

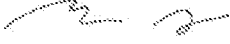
[ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007920 FRAME: 0823

MIDCAP FINANCIAL TRUST,
as Successor Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

Trademark Collateral

Trademarks

| Trademark/Image if any | | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|------------------------|---|--|--|----------------------|--|
| | CLAIMSSURE CLAIMSSURE | 85713781 27-AUG-2012 | 4280020 22-JAN-2013 | Registered | Client Network Services, LLC DBA CNSI |
| | MYHEALTHBUTTON  | 85711230 23-AUG-2012 | 4280016 22-JAN-2013 | Registered | Client Network Services, LLC DBA CNSI |
| | CNSI CNSI | 85651353 13-JUN-2012 | 4413085 08-OCT-2013 | Registered | Client Network Services, LLC DBA CNSI |
| | RULEIT RuleIT | 78480249 08-SEP-2004 | 3115171 11-JUL-2006 | Renewed (Registered) | Client Network Services, LLC |
| | ECAMS | 78299684 12-SEP-2003 | 2913013 21-DEC-2004 | Renewed (Registered) | Client Network Services, LLC |
| | AS ONE  | 76058466 30-MAY-2000 | 2718408 27-MAY-2003 | Renewed (Registered) | Client Network Services, LLC |
| | EVOBRIX POWERED BY CNSI  | 87270133 15-DEC-2016 | 5260356 08-AUG-2017 | Registered | Client Network Services, LLC DBA CNSI |
| | EVOBRIX evoBrix | 87240425 17-NOV-2016 | 5227925 20-JUN-2017 | Registered | Client Network Services, LLC DBA CNSI |
| | MC-TRACK | 86698818 20-JUL-2015 | 4940638 19-APR-2016 | Registered | Client Network Services, LLC |

| Trademark/Image if any | | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|------------------------|----------|--|--|--------|-------|
| | MC-TRACK | | | | |

Trademark Applications

| Trademark/Image if any | | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|------------------------|--------------|--|--|---------|---|
| HEALTHBEAT | HEALTHBEAT | 90610123 29-MAR-2021 | --- | Pending | Client Network Services, LLC DBA CNSI |
| AUDIT STUDIO | AUDIT STUDIO | 90610181 29-MAR-2021 | --- | Pending | Client Network Services, LLC DBA CNSI |