

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771943

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEYSTONE PEER REVIEW ORGANIZATION, INC.		12/01/2022	Corporation: PENNSYLVANIA
HEALTH INFORMATION DESIGNS, LLC		12/01/2022	Limited Liability Company: ALABAMA
APS HEALTHCARE BETHESDA, INC.		12/01/2022	Corporation: IOWA
EQHEALTH SOLUTIONS, LLC		12/01/2022	Limited Liability Company: DELAWARE
INNOVATIVE RESOURCE GROUP, LLC		12/01/2022	Limited Liability Company: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	MidCap Financial Trust, as collateral agent
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	4663024	EQCARE
<b>Registration Number:</b>	4133891	EQSUIE
<b>Registration Number:</b>	3054117	RXPART
<b>Registration Number:</b>	2917022	RXEXPLORER
<b>Registration Number:</b>	5194039	INTELLIGENT VALUE
<b>Registration Number:</b>	5076825	K KEPRO
<b>Registration Number:</b>	6406373	KEPRO
<b>Registration Number:</b>	4482633	KEPRO

## CORRESPONDENCE DATA

**Fax Number:** 2028357586

**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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	39092.00055
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<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
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<b>SIGNATURE:</b>	/Javier J. Ramos/
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<b>DATE SIGNED:</b>	12/06/2022
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of December 1, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and MidCap Financial Trust (“MidCap”), as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Mercury Merger Sub 1, LLC, a Delaware limited liability company, as the initial borrower (the “Initial Borrower”), and following the consummation of the Debt Merger (as defined in the Credit Agreement), CNSI Holdings, LLC, a Delaware limited liability company (the “Successor Borrower”; and together with the Initial Borrower, the “Borrower”), Mercury Midco Holdings, Inc., a Delaware corporation (“Holdings”), Bluebird Merger Sub, Inc., a Delaware corporation, Mercury Buyer, Inc., a Delaware corporation (“Intermediate Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto and MidCap, as Administrative Agent and Collateral Agent, have entered into the Credit Agreement, dated as of December 17, 2021 (as amended by that certain First Amendment, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated December 17, 2021 (as supplemented by that certain Security Agreement Supplement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any such intent-to-use application or any registration that issues therefrom under applicable federal law), together, in each case, with the goodwill of the business symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, income, royalties and other payments now or hereafter due and payable with respect to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. [Reserved].

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security 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 IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY 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.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION 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. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

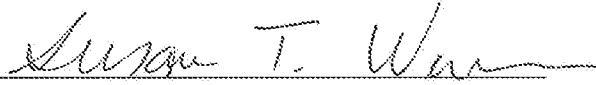
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE

WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

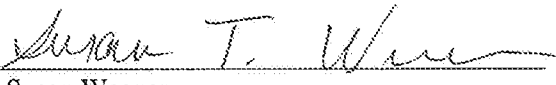
**KEYSTONE PEER REVIEW ORGANIZATION,  
INC.**

By:   
Name: Susan Weaver  
Title: President & Chief Executive Officer

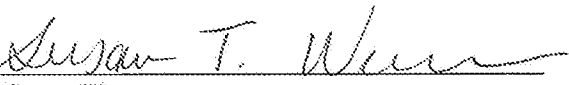
**HEALTH INFORMATION DESIGNS, LLC**

By:   
Name: Susan Weaver  
Title: President & Chief Executive Officer

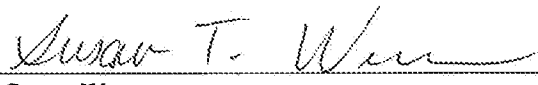
**APS HEALTHCARE BETHESDA, INC.**

By:   
Name: Susan Weaver  
Title: President & Chief Executive Officer

**EQHEALTH SOLUTIONS, LLC**

By:   
Name: Susan Weaver  
Title: President & Chief Executive Officer

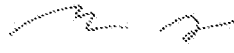
**INNOVATIVE RESOURCE GROUP, LLC**

By:   
Name: Susan Weaver  
Title: President & Chief Executive Officer

**MIDCAP FINANCIAL TRUST,**  
as Collateral 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**

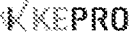

**Patents**

None.

## SCHEDULE B

### Trademarks

#### Registrations

Mark	Serial No. Filing Date	Registration No. Registration Date	Exp. Date	Current Owner of Record
EQCARE	86277419 09-MAY-2014	4663024 30-DEC-2014	30-DEC- 2024	EQHEALTH SOLUTIONS, LLC
EQSUITE	85116616 26-AUG-2010	4133891 01-MAY-2012	1-NOV- 2022	EQHEALTH SOLUTIONS, LLC
RXPERT	78531340 13-DEC-2004	3054117 31-JAN-2006	31-JAN- 2026	HEALTH INFORMATION DESIGNS, LLC
RXEXPLORER	76558900 13-NOV-2003	2917022 11-JAN-2005	11-JAN- 2025	HEALTH INFORMATION DESIGNS, LLC
INTELLIGENT VALUE	86907711 15-FEB-2016	5194039 02-MAY-2017	02-MAY- 2027	KEYSTONE PEER REVIEW ORGANIZATION, INC.
K KEPRO and Design  KEPRO	86907662 15-FEB-2016	5076825 08-NOV-2016	08-NOV- 2026	KEYSTONE PEER REVIEW ORGANIZATION, INC.
KEPRO	88763286 17-JAN-2020	6406373 06-JUL-2021	06-JAN- 2031	KEYSTONE PEER REVIEW ORGANIZATION, INC.
KEPRO (Stylized) 	85904015 15-APR-2013	4482633 11-FEB-2014	11-FEB- 2024	KEYSTONE PEER REVIEW ORGANIZATION, INC.

## SCHEDULE C

### Copyrights

Title	Registration No.	Registration Date	Owner
Peer review and the rights of the Medicare patient.	TX0002539331	17-Jan-1989	KePRO (Keystone Peer Review Organization, Inc.)
Minnesota Medicaid drug utilization review program: member selection committee, operations and procedures manual.	TXu000004643	9-Jun-1978	Health Information Designs, Inc
Durections : exploring new concepts in drug utilization review / [editor, Michele Shaw, managing editor, Anne-Marie Tristan].	TX0001108572	19-Apr-1983	Health Information Designs, Inc
APS CareConnection	TXu001004352	05-JUN-2001	APS Healthcare Bethesda, Inc.
CMC2	TX0004684112	03-NOV-1997	Innovative Resource Group, LLC
CMC3	TX0004701609	31-OCT-1997	Innovative Resource Group, LLC
Manage the business as well as the care	TXu000900755	10-NOV-1998	Innovative Resource Group, LLC
DURbase II.	TX0004953695	25-Mar-1999	Health Information Designs, Inc.