

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM778652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDUSIND INC.		01/05/2023	Corporation: FLORIDA
MEDUSIND SOLUTIONS INC.		01/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4837432	MEDCLARITY	
Registration Number:	4914901	PRACTICEGENIE	
Registration Number:	4249620	BILAMERICA INC.	
Registration Number:	3605695	SENSIBILL	
Registration Number:	4323463	BA BILAMERICA A MEDUSIND GROUP COMPANY	
Registration Number:	4609211	SENSIBILL	
Registration Number:	4249621	BILAMERICA INC.	
Registration Number:	4914902	PRACTICEGENIE	
Registration Number:	5821649	MEDCLARITY	
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>			
Email:	rlavalle@kslaw.com		
Correspondent Name:	Ryan La Valle		
Address Line 1:	110 N. Wacker Drive		
Address Line 2:	Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$240.00 4837432

NAME OF SUBMITTER:	Ryan La Valle
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	01/05/2023
Total Attachments: 5 source=Trademark Security Agreement - Project Helium (Executed - January 5 2023)#page1.tif source=Trademark Security Agreement - Project Helium (Executed - January 5 2023)#page2.tif source=Trademark Security Agreement - Project Helium (Executed - January 5 2023)#page3.tif source=Trademark Security Agreement - Project Helium (Executed - January 5 2023)#page4.tif source=Trademark Security Agreement - Project Helium (Executed - January 5 2023)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of January 5, 2023, is made by **MEDUSIND INC.**, a Florida corporation (“Medusind”), and **MEDUSIND SOLUTIONS INC.**, a Delaware corporation (“Solutions”, and together with Medusind, the “Grantors”, and each individually, a “Grantor”), in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantors have executed and delivered a Pledge and Security Agreement, dated as of January 5, 2023, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). Grantors have pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, none of the Trademark Collateral shall include any Excluded Asset (as defined in the Pledge and Security Agreement).

3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

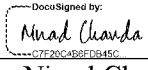
6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

7. **EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

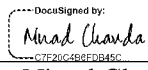
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEDUSIND SOLUTIONS INC.

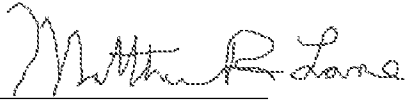
By: 
Name: Ninad Chavda
Title: Chief Financial Officer

MEDUSIND INC.

By: 
Name: Ninad Chavda
Title: Chief Financial Officer

Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as the Collateral Agent

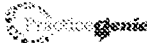




By: 
Name: Matthew R. Lane
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007939 FRAME: 0774

Schedule 1 to Trademark Security Agreement

United States Registered and Applied-For Trademarks:

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
MEDCLARITY	86172390	1/22/2014	4837432	10/20/2015	Registered	Medusind Inc.
PRACTICEGENIE and  Design	86461561	11/21/2014	4914901	3/8/2016	Registered	Medusind Solutions Inc.
BILAMERICA INC. and Design 	85584611	3/30/2012	4249620	11/27/2012	Registered	Medusind Inc.
SENSIBILL and Design 	77563493	9/5/2008	3605695	4/14/2009	Registered (Renewed)	Medusind Inc.
BA BILAMERICA A MEDUSIND GROUP COMPANY and Design 	85692239	8/1/2012	4323463	4/23/2013	Registered	Medusind Inc.
SENSIBILL	86190324	2/11/2014	4609211	9/23/2014	Registered	Medusind Inc.
BILAMERICA INC.	85584623	3/30/2012	4249621	11/27/2012	Registered	Medusind Inc.
PRACTICEGENIE	86461566	11/21/2014	4914902	3/8/2016	Registered	Medusind Solutions Inc.
MEDCLARITY and Design 	88270911	1/22/2019	5821649	7/30/2019	Registered	Medusind Inc.