

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anesthesia Business Consultants, LLC		07/28/2022	Limited Liability Company: MICHIGAN
Plexus Management Group, LLC		07/28/2022	Limited Liability Company: DELAWARE
Plexus Technology Group, LLC		07/28/2022	Limited Liability Company: MICHIGAN
MiraMed Global Services, LLC		07/28/2022	Limited Liability Company: DELAWARE
MEDAC, LLC		07/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	97312415	CORONIS	
Serial Number:	90817154	CORONIS HEALTH	
Serial Number:	97322163	CORONIS HEALTH	
Registration Number:	4774959	ANESTHESIA BUSINESS CONSULTANTS	
Registration Number:	4660537	WE DON'T PRACTICE MANAGEMENT. WE MANAGE	
Registration Number:	4035734	ANESTHESIA TOUCH	
Registration Number:	3325207	MIRAMED	
Registration Number:	4509331	MIRAMED A GLOBAL SERVICES COMPANY	
Registration Number:	4418587	MIRAMED	
Registration Number:	4509332	MIRAMED A GLOBAL SERVICES COMPANY	
Registration Number:	3679241	MEDAC	
Registration Number:	4514127	KAM	

CH \$465.00 97312415

Property Type	Number	Word Mark
Registration Number:	4685544	KAM TECHNOLOGIES
Registration Number:	5416313	REVENUEHEALTH
Registration Number:	4336605	EMPOWERING THE BUSINESS OF MEDICINE
Registration Number:	4336606	MSOC HEALTH
Registration Number:	5264761	RELIABILL SOLUTIONS
Registration Number:	3899202	SUPPORTMED

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 617.526.9654
Email: ypan@proskauer.com
Correspondent Name: Andrew DeFalco
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	25240-023
NAME OF SUBMITTER:	Andrew DeFalco
SIGNATURE:	/Andrew DeFalco/
DATE SIGNED:	02/06/2023

Total Attachments: 7
source=Cyrus - Trademark Security Agreement [Execution Version]#page1.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page2.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page3.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page4.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page5.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page6.tif
source=Cyrus - Trademark Security Agreement [Execution Version]#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 28, 2022, is made by Anesthesia Business Consultants, LLC, a Michigan limited liability company, Plexus Management Group, LLC, a Delaware limited liability company, Plexus Technology Group, LLC, a Michigan limited liability company, MiraMed Global Services, LLC, a Delaware limited liability company and MEDAC, LLC, a Delaware limited liability company (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of BSP Agency, LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Amended and Restated Security Agreement, dated as of July 28, 2022 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, 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 the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark 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 this Agreement by

PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, 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.

Section 5. Security Agreement. This Trademark 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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

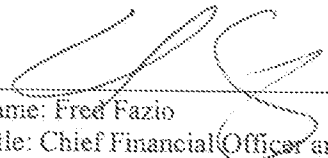
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ANESTHESIA BUSINESS CONSULTANTS, LLC, a
Michigan limited liability company

By: 
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

PLEXUS MANAGEMENT GROUP, LLC

By: 
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

PLEXUS TECHNOLOGY GROUP, LLC

By: 
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

MIRAMED GLOBAL SERVICES, LLC

By: 
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

MEDAC, LLC

By: 
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

CORONIS HEALTH RCM, LLC

By: _____
Name: Charles Colligan
Title: Chief Financial Officer and Chief
Accounting Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007961 FRAME: 0715

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ANESTHESIA BUSINESS CONSULTANTS, LLC, a Michigan limited liability company

By: _____
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

PLEXUS MANAGEMENT GROUP, LLC

By: _____
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

PLEXUS TECHNOLOGY GROUP, LLC

By: _____
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

MIRAMED GLOBAL SERVICES, LLC

By: _____
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

MEDAC, LLC

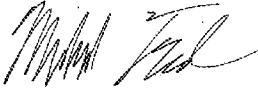
By: _____
Name: Fred Fazio
Title: Chief Financial Officer and Treasurer

CORONIS HEALTH RCM, LLC

By: Charles Colligan
Name: Charles Colligan
Title: Chief Financial Officer and Chief Accounting Officer

Accepted and Agreed:

BSP AGENCY, LLC, as Collateral Agent





By: 

Name: Michael Frick

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Mark	Application No. Filing Date	Registration No. Registration Date	Loan Party
	85/749,368 10/9/2012	4,774,959 7/21/2015	Anesthesia Business Consultants, LLC
WE DON'T PRACTICE MANAGEMENT. WE MANAGE PRACTICES.	86/020,630 7/26/2013	4,660,537 12/23/2014	Plexus Management Group, LLC
ANESTHESIA TOUCH	77/956,412 3/11/2010	4,035,734 10/4/2011	Plexus Technology Group, LLC
MIRAMED	76/615,012 10/7/2004	3,325,207 10/30/2007	MiraMed Global Services, LLC
MIRAMED A GLOBAL SERVICES COMPANY	85/876,266 3/14/2013	4,509,331 4/8/2014	MiraMed Global Services, LLC
MIRAMED	85/876,269 3/14/2013	4,418,587 10/15/2013	MiraMed Global Services, LLC
	85/876,272 3/14/2013	4,509,332 4/8/2014	MiraMed Global Services, LLC
MEDAC	77671697 2/17/2009	3679241 9/8/2009	MEDAC, LLC
KAM	86054171 9/3/2013	4514127 4/15/2014	MEDAC, LLC
	86054178 9/3/2013	4685544 2/25/2014	MEDAC, LLC
Coronis	97312415 March 15, 2022	N/A	Coronis Health RCM, LLC
Coronis Health	90817154 July 8, 2021	N/A	Coronis Health RCM, LLC
	97322163 Mar 21, 2022	N/A	Coronis Health RCM, LLC
RevenueHealth	87523270 July 11, 2017	5416313 March 6, 2018	Coronis Health RCM, LLC

Empowering the business of medicine	76712485 September 25, 2012	4336605 May 21, 2013	Coronis Health RCM, LLC ¹
MSOC Health	76712486 September 25, 2012	4336606 May 21, 2013	Coronis Health RCM, LLC ²
RELIABILL SOLUTIONS	87277036 December 21, 2016	5264761 August 15, 2017	Coronis Health RCM, LLC ³
SupportMed	77963766 March 19, 2010	3899202 January 4, 2011	Coronis Health RCM, LLC ⁴

¹ Registered owner of record is MSOC, LLC.

² Registered owner of record is MSOC, LLC.

³ Registered owner of record is ReliaBill, LLC.

⁴ Registered owner of record is SupportMed, LLC.