

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pareto Health Intermediate Holdings, Inc.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87043101	PARETO CAPTIVE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	[053644-0351		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	06/01/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2023 (this “Agreement”), between PARETO HEALTH INTERMEDIATE HOLDINGS, INC., a Delaware corporation and PARETO CAPTIVE SERVICES, LLC, a Pennsylvania limited liability company (each individually, the “Grantor” and together, the “Grantors”) and GOLUB CAPITAL MARKETS LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of June 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PARETO MIDCO, LLC, a Delaware limited liability company (“Initial Holdings”), PARETO HEALTH INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “Borrower” or the “Company”), and GOLUB CAPITAL MARKETS LLC as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of June 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Company, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken

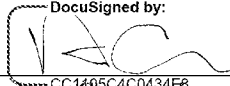
together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

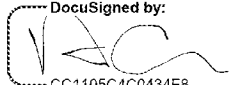
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PARETO HEALTH INTERMEDIATE HOLDINGS, INC., as Grantor

DocuSigned by:

By: _____
Name: Andrew Cavenagh
Title: Chief Executive Officer

PARETO CAPTIVE SERVICES, LLC, as Grantor

DocuSigned by:

By: _____
Name: Andrew Cavenagh
Title: President

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008089 FRAME: 0336**

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Registered Owner	App. Date	App. No.	Reg. Date	Reg. No.
Pareto Captive Services	Pareto Health Intermediate Holdings, Inc.	May 19, 2016	87043101	January 31, 2023	6966236
Pareto Health	Pareto Health Intermediate Holdings, Inc.	May 19, 2016 Filed Intent to Use	87043120	N/A	N/A
MCCI	Pareto Captive Services, LLC	July 27, 2016	87118329	March 7, 2017	5155764
Member Cost Containment Index	Pareto Captive Services, LLC	July 27, 2016	87118334	July 11, 2017	5243187