

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816917

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APIXIO INC.		06/13/2023	Corporation: DELAWARE
MEDLIMINAL, LLC		06/13/2023	Limited Liability Company: DELAWARE
CLAIMLOGIQ LLC		06/13/2023	Limited Liability Company: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Churchill Agency Services LLC
<b>Street Address:</b>	430 PARK AVENUE
<b>Internal Address:</b>	14TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4402557	APIXIO
Registration Number:	5389080	
Registration Number:	5382679	INFOSTREAM
Registration Number:	6775230	PROSPECTIVE INSIGHTS
Registration Number:	6943441	APICARE AUTHADVISOR
Registration Number:	6953221	APICARE INSIGHTS
Registration Number:	6953220	APICARE PRE-VISIT
Registration Number:	6943442	AUTHADVISOR
Registration Number:	6290898	
Registration Number:	6290892	MEDLIMINAL EMBC EMPLOYEE MEDICAL BILL CH
Registration Number:	6290891	EMBC
Registration Number:	6070070	H-CAT
Registration Number:	6018881	M MEDLIMINAL THE LEADING EDGE OF MEDICAL
Registration Number:	5877338	MEDLIMINAL
Registration Number:	5691294	CLAIMLOGIQ

CH \$390.00 4402557

**CORRESPONDENCE DATA****Fax Number:** 2129692900*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:** 212-969-3000**Email:** ypan@proskauer.com**Correspondent Name:** Cullen Meade**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299**ATTORNEY DOCKET NUMBER:** 37226.013**NAME OF SUBMITTER:** Cullen Meade**SIGNATURE:** /Cullen Meade/**DATE SIGNED:** 06/13/2023**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Churchill Agency Services LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of June 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**APIXIO INC.**, as a GRANTOR

By: Brian Moore  
Name: Brian Moore  
Title: Chief Financial Officer

**MEDLIMINAL, LLC**, as a GRANTOR

By: Brian Moore  
Name: Brian Moore  
Title: Chief Financial Officer

**CLAIMLOGIQ LLC**, as a GRANTOR

By: Brian Moore  
Name: Brian Moore  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CHURCHILL AGENCY SERVICES LLC as  
Administrative Agent

By: 

Name: Mathew Linett



Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]



TRADEMARK  
REEL: 008098 FRAME: 0339

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS<sup>1</sup>**

Grantor	Mark	Registration No.	Registration Date
Apixio Inc.	APIXIO	4,402,557	9/17/2013
Apixio Inc.	APIXIO DESIGN ONLY  	5,389,080	1/30/2018
Apixio Inc.	INFOSTREAM	5,382,679	1/16/2018
Apixio Inc.	PROSPECTIVE INSIGHTS	6,775,230	6/28/2022
Apixio Inc.	APICARE AUTHADVISOR	6,943,441	1/3/2023
Apixio Inc.	APICARE INSIGHTS	6,953,221	1/17/2023
Apixio Inc.	APICARE PRE-VISIT	6,953,220	1/17/2023
Apixio Inc.	AUTHADVISOR	6,943,442	1/3/2023
Medliminal, LLC	Rhino Horn Logo  	6,290,898	3/9/2021
Medliminal, LLC	MEDLIMINAL EMBC EMPLOYEE MEDICAL BILLCHAMPION and Design	6,290,892	3/9/2021

<sup>1</sup> Apixio Inc. is being converted to a Limited Liability Company and changing its name after closing. The Company will be making the appropriate USPTO filing to reflect Acclaim LLC as the new owner.

			
Medliminal, LLC	EMBC	6,290,891	3/9/2021
Medliminal, LLC	H-CAT	6,070,070	6/2/2020
Medliminal, LLC	M MEDLIMINAL THE LEADING EDGE OF MEDICALCOST CONTAINMENT and Design 	6,018,881	3/24/2020
Medliminal, LLC	MEDLIMINAL	5,877,338	10/8/2019
ClaimLogiq LLC	CLAIMLOGIQ	5,691,294	3/5/2019