

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZDI INC.		01/31/2023	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4778658	EZDI	
Registration Number:	4719943	EZCAC	
Registration Number:	4780904	EZCDI	
Registration Number:	4799027	EZASSESS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/29/2023		
Total Attachments: 4			
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CH \$115.00 4778658

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 31, 2023, by EZDI INC., a corporation formed under the laws of the Commonwealth of Kentucky ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for Lenders (as hereinafter defined) (PNC, in such capacity, "Agent").

WHEREAS, the Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the trademarks, trademark licenses and trademark applications listed on the attached Schedule A, which trademarks, trademark licenses, and trademark applications are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Guaranty Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty Security Agreement"), in favor of Agent to secure a Guaranty Agreement by Grantor, dated as of the date hereof, guaranteeing the payment and performance of the obligations of AGS HEALTH LLC ("AGS Health") pursuant to that certain Revolving Credit and Security Agreement dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among AGS Health and each Person joined thereto as a borrower from time to time (together with AGS Health collectively, the "Borrowers", and each a "Borrower"), the financial institutions who are or hereafter become parties to the Loan Agreement as lenders (collectively, the "Lenders" and each individually a "Lender") and Agent (the "Guaranteed Obligations"); and

WHEREAS, in conjunction with the Guaranty Security Agreement, the Grantor and Agent have entered into that certain Intellectual Property Security Agreement made as of the date hereof, pursuant to which Grantor has granted to Agent, for its benefit and for the ratable benefit of the Agent, a continuing security interest in, among other intellectual property, all right, title and interest of the Grantor in, to and under the Trademarks together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications, licenses and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment and performance of the Guaranteed Obligations.

NOW, THEREFORE, to secure the prompt payment and performance to the Agent of the Guaranteed Obligations, Grantor hereby pledges and grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in and to and Lien on the Trademark Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

EZDI INC.

By: 

Name: Patrice Wolfe

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008117 FRAME: 0206

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor Name	Trademark	Serial Number	Date of Application	Registration Number
EZDI INC.	ezDI	86298114	February 6, 2014	4,778,658
EZDI INC.	ezCAC	86382339	February 9, 2014	4,719,943
EZDI INC.	ezCDI	86451906	December 11, 2014	4,780,904
EZDI INC.	ezAssess	86494130	February 1, 2015	4,799,027

Trademark Licenses

License	Licensor	Licensee
TruCode	TruCode LLC	EZDI INC.
3M	3M Health Information Systems Inc	EZDI INC.

[Schedule A]