

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828583

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900788104		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CH USA GROUP HOLDINGS, INC.		07/19/2023	Corporation:
CH GROUP HOLDINGS, INC.		07/19/2023	Corporation:
CONTINULINK LLC		07/19/2023	Limited Liability Company:
COMPLIA HEALTH, LLC		07/19/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87081479	COMPLIA HEALTH	
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:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	08/01/2023		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 19, 2023 (the “Effective Date”) by and among TEXAS CAPITAL BANK (“Bank”) and CH USA GROUP HOLDINGS, INC., a Delaware corporation (“CH Holdings”), CH GROUP HOLDINGS, INC., a Michigan corporation (“CH Group”), COMPLIA HEALTH, LLC, a Michigan limited liability company (“Complia”), and CONTINULINK LLC, a Delaware limited liability company (“Continulink”, together with CH Holdings, CH Group, and Complia, individually and collectively, jointly and severally, the “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated as of May 20, 2022, as amended by that certain Joinder and First Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor’s Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. As of the Effective Date, (i) all of Grantor’s copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office are listed on Schedule A attached hereto, (ii) all of Grantor’s trademark registrations and pending registrations owned or controlled by Grantor are listed on Schedule B attached hereto, and (iii) all of Grantor’s patents and patent applications owned or controlled by Grantor are listed on Schedule C attached hereto.

2. Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing the Bank with written notice of such registration within five (5) days thereof, (ii) providing Bank with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Bank identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Bank.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Bank under the Loan Agreement. The rights and remedies of the Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Bank, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Bank and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of laws principles, provided that the Bank shall retain all rights arising under Federal law.

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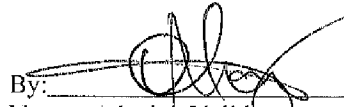
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

900 National Parkway, Suite 100
Schaumburg, IL 60173

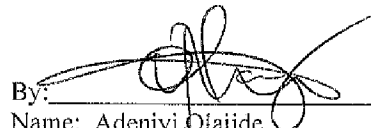
CH USA GROUP HOLDINGS, INC.

By: 
Name: Adeniyi Olajide
Title: President

Address of Grantor:

900 National Parkway, Suite 100
Schaumburg, IL 60173

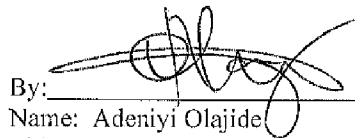
CH GROUP HOLDINGS, INC.

By: 
Name: Adeniyi Olajide
Title: President

Address of Grantor:

900 National Parkway, Suite 100
Schaumburg, IL 60173

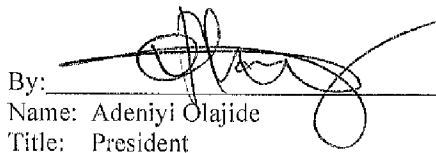
COMPLIA HEALTH, LLC

By: 
Name: Adeniyi Olajide
Title: President

Address of Grantor:

900 National Parkway, Suite 100
Schaumburg, IL 60173

CONTINULINK LLC

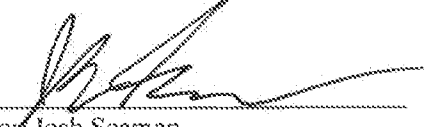
By: 
Name: Adeniyi Olajide
Title: President

BANK:

TEXAS CAPITAL BANK

Address of Bank:

2000 McKinney Avenue, Suite 700
Dallas, TX 75201

By: 
Name: Josh Seaman
Title: Executive Director

SCHEDULE A

Patents

Registered Patents

Title	Appln. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
None.					

SCHEDULE B

Trademarks

Trademarks Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
COMPLIA HEALTH (US)	June 23, 2016 App. No. 87081479		<p>Answer to Notice of Opposition or Further Motion to Suspend Opposition Due 8/19/23</p> <p>Class 9: Software for the operation and management of home care, home health care, hospice care, residential care, aged care, community care and disability care agencies and facilities</p> <p>Class 42: Software-as-a-service (SaaS) and application service-provider (ASP) software services featuring software for the operation and management of home care, home health care, hospice care, residential care, aged care, community care and disability care agencies and facilities; Implementation, installation, customization and technical support services for software and hosted software for the operation and management of home care, home health care, hospice care, residential care, aged care, community care and disability care agencies and facilities</p>

SCHEDULE C

Copyrights

Country	Title	App./Reg. No.	Record Owner	Co-Owner?	Actions Due w/in 180 Days?
United States	Suncoast solutions 2.1.	TX0005314083	CH Group Holdings, Inc.	No	N/A
United States	Suncoast solutions 3.1G.	TX0005314082	CH Group Holdings, Inc.	No	N/A
United States	Suncoast solutions 4.4.8.	TX0006374447	CH Group Holdings, Inc.	No	N/A
United States	Suncoast solutions 5.0.	TXu001315067	CH Group Holdings, Inc.	No	N/A
United States	Suncoast Solutions Ver. 7.3.5.	TX0008259268	CH Group Holdings, Inc.	No	N/A
United States	Interlink instruction manual for the software application.	TX0006357936	Interim Healthcare, Inc. (assignment to ContinuumLink, LLC not recorded)	No	N/A
United States	Interlink screens of the software application.	TX0006460647	Interim Healthcare, Inc. (assignment to ContinuumLink, LLC not recorded)	No	N/A
United States	Interlink software application.	TX0006345473	Interim Healthcare, Inc. (assignment to ContinuumLink, LLC not recorded)	No	N/A