

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LUMERIS SOLUTIONS COMPANY, LLC		10/24/2023	Limited Liability Company: DELAWARE
LUMERIS GROUP HOLDINGS CORPORATION		10/24/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DEERFIELD PARTNERS, L.P.
Street Address:	345 Park Avenue South
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	97714960	LGHC
Serial Number:	97714950	LGHC
Serial Number:	97714911	LGHC
Serial Number:	97714905	LGHC
Serial Number:	97713735	LGHC
Serial Number:	97713810	LGHC
Serial Number:	97713866	LGHC
Serial Number:	97713843	LGHC
Serial Number:	98061643	LUMERISREALIZE
Serial Number:	98061637	LUMERISREALIZE
Serial Number:	98056668	LUMERISREALIZE
Serial Number:	98056684	LUMERISREALIZE
Serial Number:	97662134	LUMERISENGAGE
Serial Number:	97661950	LUMERISENGAGE
Serial Number:	97662144	LUMERISENGAGE
Serial Number:	97662092	LUMERISENGAGE

CH \$665.00 97714960

Property Type	Number	Word Mark
Serial Number:	97662008	LUMERISENGAGE
Serial Number:	97626235	TRIBUS
Serial Number:	97626252	TRIBUS
Serial Number:	97626217	TRIBUS
Serial Number:	97626269	A DOCTOR IN YOUR FAMILY.
Serial Number:	97626200	TRIBUS
Serial Number:	97626287	A DOCTOR IN YOUR FAMILY
Serial Number:	97453576	LUMERIS UNIVERSITY
Serial Number:	97453549	LUMERIS UNIVERSITY
Serial Number:	97453532	LUMERISENGAGE

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	12/13/2023

Total Attachments: 7
source=Deerfield - lumeris senior subordinated Trademark Security Agreement final 2023 (First Amendment)#page1.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 24th day of October, 2023 by LUMERIS SOLUTIONS COMPANY, LLC, a Delaware limited liability company (“**LSC**”) and LUMERIS GROUP HOLDINGS CORPORATION, a Delaware corporation (“**LGHC**”; together with LSC, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of DEERFIELD PARTNERS, L.P., as Agent for the Lenders (the “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantors, the Lenders and Grantee, have entered into a certain Senior Subordinated Secured Facility Agreement dated as of March 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantors.

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of March 31, 2023 among Grantee, Grantors and certain Affiliates of Grantors (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty Agreement**”), each Grantor has granted to Grantee a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of such Grantor (collectively, the “**Trademarks**”), including registrations and applications therefor, together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Guaranty Agreement); provided that the foregoing shall exclude all Excluded Property (as such term is defined in the Guaranty Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Guaranty and Collateral Agreement.** The Facility Agreement and Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders and hereby reaffirms its prior grant pursuant to the Guaranty Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as

the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark of Grantor listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark..

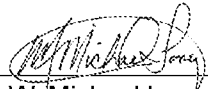
3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State. All legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a Party or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

4. Loan Document. This Agreement shall constitute a Loan Document.

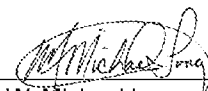
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LUMERIS SOLUTIONS COMPANY, LLC, a
Delaware limited liability company

By: 
Name: W. Michael Long
Title: CEO

**LUMERIS GROUP HOLDINGS
CORPORATION**, a Delaware corporation

By: 
Name: W. Michael Long
Title: CEO


Agreed and Accepted
As of the Date First Written Above:

DEERFIELD PARTNERS, L.P.

By:  _____
Name: David J. Clark
Title: Authorized Signatory

Schedule A

Mark	Owner *	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
LGHC	LGHC	97714960	12/13/2022	N/A	N/A	Pending
LGHC	LGHC	97714950	12/13/2022	N/A	N/A	Pending
LGHC	LGHC	97714911	12/13/2022	N/A	N/A	Pending
LGHC	LGHC	97714905	12/13/2022	N/A	N/A	Pending
LGHC	LGHC	97713735	12/12/2022	N/A	N/A	Pending
LGHC	LGHC	97713810	12/12/2022	N/A	N/A	Pending
LGHC	LGHC	97713866	12/12/2022	N/A	N/A	Pending
LGHC	LGHC	97713843	12/12/2022	N/A	N/A	Pending
LumerisRealize	LSC	98061643	6/27/2023	N/A	N/A	Pending
LumerisRealize	LSC	98061637	6/27/2023	N/A	N/A	Pending
LUMERISREALIZE	LSC	98056668	6/27/2023	N/A	N/A	Pending
LUMERISREALIZE	LSC	98056684	6/27/2023	N/A	N/A	Pending
LumerisEngage	LSC	97662134	11/3/2022	N/A	N/A	Pending

LUMERISENGAGE	LSC	97661950	11/3/2022	N/A	N/A	Pending
LumerisEngage	LSC	97662144	11/3/2022	N/A	N/A	Published (Pending)
LumerisEngage	LSC	97662092	11/3/2022	N/A	N/A	Pending
LUMERISENGAGE	LSC	97662008	11/3/2022	N/A	N/A	Published (Pending)
tribus	LSC	97626235	10/10/2022	N/A	N/A	Published (Pending)
tribus	LSC	97626252	10/10/2022	N/A	N/A	Published (Pending)
TRIBUS	LSC	97626217	10/10/2022	N/A	N/A	Published (Pending)
A DOCTOR IN YOUR FAMILY.	LSC	97626269	10/10/2022	N/A	N/A	Published (Pending)
TRIBUS	LSC	97626200	10/10/2022	N/A	N/A	Published (Pending)
A DOCTOR IN YOUR FAMILY	LSC	97626287	10/10/2022	N/A	N/A	Pending
 Lumeris UNIVERSITY	LSC	97453576	6/10/2022	6986470	2/21/2023	Registered

LUMERIS UNIVERSITY	LSC	97453549	6/10/2022	6986469	2/21/2023	Registered
LUMERISENGAGE	LSC	97453532	6/10/2022	7159263	9/5/2023	Registered