

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenway Health, LLC		12/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4306049	GREENWAY	
Serial Number:	98288372	GREENWAY HEALTH	
Registration Number:	2686912	INTERGY	
Registration Number:	1309741	MEDICAL MANAGER	
Registration Number:	1931710	MEDWARE	
Registration Number:	1423725	MENDS	
Registration Number:	2356165	MMCLIENT	
Serial Number:	98288375	NOW THAT'S BETTER	
Registration Number:	4566329	PRACTICE ANALYTICS	
Registration Number:	4276686	PRIME MOBILE	
Serial Number:	98288383	PRIME SUITE	
Registration Number:	4372905	PRIMEIMAGE	
Registration Number:	3087866	PRIMEPATIENT	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 4306049

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2215531 TM

NAME OF SUBMITTER: Adalia Wu

SIGNATURE: /Adalia Wu/

DATE SIGNED: 12/21/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 20, 2023 (this “**Trademark Security Agreement**”), is made by the signatory hereto listed under “Pledgor” on the signature page hereto (the “**Pledgor**”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of December 20, 2023 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Greenway Health, LLC, a Delaware limited liability company (“**Borrower**”), Lightning Acquisition, LLC, a Delaware limited liability company (“**Holdings**”), the other Credit Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer 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 shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

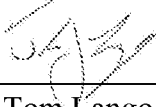
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

GREENWAY HEALTH, LLC

By:  _____

Name: Tom Lango

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008296 FRAME: 0502

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Loan Party: Greenway Health, LLC

United States Trademark Registration:

Trademark	Jurisdiction	Registration / Application Number	Registration / Filing Date	Status	Owner Name
GREENWAY	U.S. Federal	4306049	03/19/2013	Registered	Greenway Health, LLC
GREENWAY HEALTH	U.S. Federal	98/288,372	11/28/2023	Pending	Greenway Health, LLC
INTERGY	U.S. Federal	2686912	02/11/2003	Registered	Greenway Health, LLC
MEDICAL MANAGER	U.S. Federal	1309741	12/18/1984	Registered	Greenway Health, LLC
MEDWARE	U.S. Federal	1931710	10/31/1995	Registered	Greenway Health, LLC
MENDS	U.S. Federal	1423725	01/06/1987	Registered	Greenway Health, LLC
MMCLIENT	U.S. Federal	2356165	06/06/2000	Registered	Greenway Health, LLC
NOW THAT'S BETTER	U.S. Federal	98/288,375	11/28/2023	Pending	Greenway Health, LLC
PRACTICE ANALYTICS	U.S. Federal	4566329	07/15/2014	Registered	Greenway Health, LLC
PRIME MOBILE	U.S. Federal	4276686	01/15/2013	Registered	Greenway Health, LLC
PRIME SUITE	U.S. Federal	98/288,383	11/28/2023	Pending	Greenway Health, LLC
PRIMEIMAGE	U.S. Federal	4372905	07/23/2013	Registered	Greenway Health, LLC
PRIMEPATIENT	U.S. Federal	3087866	05/02/2006	Registered	Greenway Health, LLC