

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDHOST Cloud Services, Inc.		12/22/2023	Corporation: DELAWARE
MEDHOST of Tennessee, Inc		12/22/2023	Corporation: TENNESSEE
MEDHOST Direct, Inc.		12/22/2023	Corporation: TENNESSEE
MEDTEAM Solutions, Inc.		12/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	125 High Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5952945	COMMUNITY BRIDGE	
<b>Registration Number:</b>	5286352	I GIVE BEYOND	
<b>Registration Number:</b>	3922729	MEDHOST	
<b>Registration Number:</b>	5307636	MEDHOST	
<b>Registration Number:</b>	5132651	MEDHOST	
<b>Serial Number:</b>	98110049	MEDHOST CIVITAS	
<b>Registration Number:</b>	4683644	MEDHOST DIRECT	
<b>Registration Number:</b>	3124679	MEDHOST POWERFUL SOLUTIONS...SIMPLICITY	
<b>Serial Number:</b>	98121653	MEDHOST TOOLBOX	
<b>Registration Number:</b>	7147158	MEDTEAM	
<b>Serial Number:</b>	97537189	MEDTEAM	
<b>Serial Number:</b>	98114049	PLUMBING FOR HCIT	
<b>Registration Number:</b>	5424840	YCE MARKETING SERVICES	
<b>Registration Number:</b>	6223732		
<b>Registration Number:</b>	6161978	YOURCARE	

OP \$715.00 5952945

Property Type	Number	Word Mark
Registration Number:	5009851	YOURCARE
Registration Number:	4990560	YOURCAREANALYTICS
Registration Number:	4571813	YOURCARECOMMUNITY
Registration Number:	6191091	YOURCARE CONTINUUM
Registration Number:	4990562	YOURCAREDATA
Registration Number:	5475813	YOURCAREEVERYWHERE
Registration Number:	4953133	
Registration Number:	5413185	YOURCAREINTERACT
Registration Number:	4912243	YOURCARELINK
Registration Number:	4990559	YOURCAREREFERRAL
Registration Number:	4990561	YOURCARETRANSFER
Registration Number:	4924094	YOURCAREUNIVERSE
Registration Number:	4905203	

**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:** 212.318.6000  
**Email:** yoosonlee@paulhastings.com  
**Correspondent Name:** Yooson Sandy Lee  
**Address Line 1:** Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee
<b>DATE SIGNED:</b>	12/25/2023

**Total Attachments: 8**  
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source=04. MedHost - Trademark Security Agreement#page8.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of December, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Harris Genesis Holdings II Corp., a Delaware corporation, as Borrower prior to the consummation of the Closing Date Acquisition, and as a Guarantor thereafter, and MEDHOST, Inc., as Borrower from and after the consummation of the Closing Date Acquisition, the other parties party thereto, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 22, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, solely to the extent such Trademark Intellectual Property Licenses permit the grant of such Security Interest, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart

of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

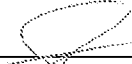
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**MEDHOST CLOUD SERVICES, INC.**

By:   
Name: Jeff Bender  
Title: Chief Executive Officer

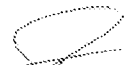
**MEDHOST OF TENNESSEE, INC.**

By:   
Name: Jeff Bender  
Title: Chief Executive Officer

**MEDHOST DIRECT, INC.**

By:   
Name: Jeff Bender  
Title: Chief Executive Officer

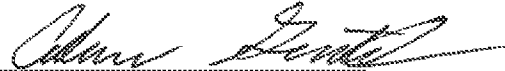
**MEDTEAM SOLUTIONS, INC.**

By:   
Name: Jeff Bender  
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Adam Gentile  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Title</b>	<b>Owner</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
Community Bridge	MEDHOST Cloud Services, Inc.	United States	88175044	5,952,945	1/7/20
I Give Beyond	MEDHOST Cloud Services, Inc.	United States	87397427	5,286,352	9/12/17
MEDHOST	MEDHOST of Tennessee, Inc.	United States	85076428	3,922,729	2/22/11
MEDHOST	MEDHOST of Tennessee, Inc.	Canada	1,786,189	1,786,189	10/8/19
MEDHOST (Non-Stylized Design - Expanded)	MEDHOST of Tennessee, Inc.	United States	87063600	5,307,636	10/10/17
MEDHOST (Stylized Design - Expanded)	MEDHOST of Tennessee, Inc.	United States	87063585	5,132,651	1/31/17
MEDHOST Civitas	MEDHOST of Tennessee, Inc.	United States	98110049	---	---
MEDHOST Direct	MEDHOST Direct, Inc.	United States	86144889	4,683,644	2/10/15
Medhost Powerful Solutions... Simplicity of Touch (design)	MEDHOST of Tennessee, Inc.	United States	78489884	3,124,679	8/1/06
MEDHOST Toolbox Logo	MEDHOST Cloud Services, Inc.	United States	98121653	---	---



Title	Owner	Country	Application No.	Registration No.	Registration Date
MEDTeam	MEDHOST Cloud Services, Inc. assigned to MEDTeam Solutions, Inc.	United States	97403428	7,147,158	8/22/23
MEDTeam Logo	MEDTeam Solutions, Inc.	United States	97537189	---	---
Plumbing for HCIT	MEDHOST Cloud Services, Inc.	United States	98114049	---	---
YCE Marketing Services	MEDHOST Cloud Services, Inc.	United States	87331666	5,424,840	3/13/18
*will not be renewed					
YourCare Logo	MEDHOST Cloud Services, Inc.	United States	88847013	6,223,732	12/15/20
YourCare (Principal Registration)	MEDHOST Cloud Services, Inc.	United States	88641455	6,161,978	9/29/2020
YOURCARE (Supplemental Registration)	MEDHOST Cloud Services, Inc.	United States	86854282	5,009,851	7/26/16
YOURCARE	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	Canada	1,786,172	1,786,172	10/17/19
YOURCAREANALYTICS	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	United States	86505927	4,990,560	6/28/2016
YOURCARECOMMUNITY	MEDHOST Cloud Services, Inc.	United States	86144982	4,571,813	7/22/14
YOURCARE CONTINUUM	MEDHOST Cloud Services, Inc.	United States	88598395	6,191,091	11/3/2020
YOURCAREDATA	MEDHOST Cloud Services, Inc.	United States	86505937	4,990,562	6/28/16
YOURCARREVERYWHERE	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	United States	86505953	5,475,813	5/22/18

Title	Owner	Country	Application No.	Registration No.	Registration Date
YOURCAREEVERYWHERE (3 Clipboard Logo design)	MEDHOST Cloud Services, Inc.	United States	86715500	4,953,133	5/3/16
YOURCAREINTERACT-MEDHOST	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	United States	86505942	5,413,185	2/27/18
*will not be renewed					
YOURCARELINK	MEDHOST Direct, Inc.	United States	86505909	4,912,243	3/8/16
YOURCAREREFERRAL	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	United States	86505902	4,990,559	6/28/16
YOURCARETRANSFER	MEDHOST Cloud Services, Inc.	United States	86505934	4,990,561	6/28/16
YOURCAREUNIVERSE	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	United States	86505894	4,924,094	3/22/16
YOURCAREUNIVERSE (Logo design)	MEDHOST Cloud Services, Inc.	United States	86726637	4,905,203	2/23/16

TRADEMARK