

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864053

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECOND LIEN TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDSPHERE SYSTEMS CORPORATION		12/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	T2C AGENT, LLC, as Holders' Representative		
Street Address:	2100 McKinney Ave, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6253956	CAREVUE	
Registration Number:	5282967	RCM CLOUD	
Registration Number:	5282966	RCMCLOUD	
Registration Number:	4856703		
Registration Number:	3158213	INSIGHTCS	
Registration Number:	3759347	MEDSPHERE	
Registration Number:	2987270	OPENVISTA	
Registration Number:	2887467	MEDSPHERE	
Registration Number:	3316299		
Registration Number:	3290162	WELLSOFT	
Registration Number:	3072384	CHARTLOGIC	
Registration Number:	2604744	VUECENTRIC	
Registration Number:	5483836	ASCEND	
Registration Number:	5323769	SPARK	
Registration Number:	5323767	SCOUT	
Registration Number:	3254706	MARKETWARE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		

CH \$415.00 6253956

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 098877-10070

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/27/2023

Total Attachments: 7

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THIS INSTRUMENT AND THE RIGHTS, OBLIGATIONS AND LIABILITIES EVIDENCED OR GOVERNED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 26, 2023 AMONG MEDSPHERE SYSTEMS CORPORATION, A DELAWARE CORPORATION ("MEDSPHERE"), CERTAIN OF ITS AFFILIATES AND WELLS FARGO BANK, NATIONAL ASSOCIATION ("AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY MEDSPHERE AND CERTAIN OF ITS AFFILIATES PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JULY 16, 2021 (THE "CREDIT AGREEMENT") AMONG MEDSPHERE, CERTAIN OF ITS AFFILIATES FROM TIME TO TIME PARTY THERETO, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND THE OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of December, 2023, by and between **MEDSPHERE SYSTEMS CORPORATION**, a Delaware corporation ("Grantor"), and **T2C AGENT, LLC** (together with its successors and assigns in such capacity, the "Holders' Representative").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Secured Promissory Note dated as of December 26, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note"), by and among Grantor (the "Issuer"), the Holders from time to time party thereto and **T2C AGENT, LLC**, in its capacity as representative of the Holders (together with its successors and permitted assigns in such capacity, the "Holders' Representative"), the Holders have agreed to make certain financial accommodations available to the Issuer from time to time pursuant to the terms and conditions thereof;

WHEREAS, each Holder is willing to make the financial accommodations to the Issuer as provided for in the Note and the other Note Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Holders' Representative, for the benefit of the Holders, that certain Second Lien Guaranty and Security Agreement, dated as of December 26, 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, Grantor is required to execute and deliver to the Holders' Representative, for the benefit of the Holders, 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, 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 Note, 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**. Grantor hereby unconditionally grants, assigns, and pledges to the Holders' Representative, for the benefit of the Holders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 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 Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark 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.

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 Grantor to the Holders' Representative or any Holder, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Holders' Representative, for the benefit of the Holders, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Holders' Representative 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. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Holders' Representative with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorize the Holders' Representative unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Holders' Representative's continuing security interest (for the benefit of the Holders) in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. 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.



GRANTOR:

MEDSPHERE SYSTEMS CORPORATION,
a Delaware corporation

By: *Jeff Judkins*
Name: Jeff Judkins
Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Mark	Serial Number	Registration Number	Registration Date
Medsphere Systems Corporation	CAREVUE	87886342	6253956	01/26/2021
Medsphere Systems Corporation	RCM CLOUD	87329629	5282967	09/05/2017
Medsphere Systems Corporation	RCMCLOUD	87329599	5282966	09/05/2017
Medsphere Systems Corporation	<DESIGN> 	86418105	4856703	11/17/2015
Medsphere Systems Corporation	INSIGHTCS	78756025	3158213	10/17/2006
Medsphere Systems Corporation	MEDSPHERE	78694818	3759347	03/09/2010
Medsphere Systems Corporation	OPENVISTA	78333895	2987270	08/23/2005
Medsphere Systems Corporation	MEDSPHERE	78110109	2887467	09/21/2004
Medsphere Systems Corporation	<DESIGN> 	77081002	3316299	10/23/2007
Medsphere Systems Corporation	WELLSOFT	77075705	3290162	09/11/2007
Medsphere Systems Corporation	CHARTLOGIC	76377203	3072384	03/28/2006
Medsphere Systems Corporation	VUECENTRIC	76334830	2604744	08/06/2002

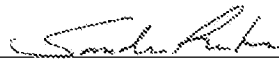
Medisphere Systems Corporation	ASCEND	87414435	5483836	06/05/2018 (Assigned to Medisphere 9/7/2021, Serial #900641867)
Medisphere Systems Corporation	SPARK	87414501	5323769	10/31/2017 (Assigned to Medisphere 9/7/2021, Serial #900641867)
Medisphere Systems Corporation	SCOUT	87414481	5323767	10/31/2017 (Assigned to Medisphere 9/7/2021, Serial #900641867)
Medisphere Systems Corporation	MARKETWARE	78367228	3254706	06/26/2007 (Assigned to Medisphere 9/7/2021, Serial #900641867)

Trademark Licenses

None.

ACCEPTED AND ACKNOWLEDGED BY:

HOLDERS' REPRESENTATIVE: T2C Agent, LLC

By: 
Name: Sandra Rutova
Title: Vice President