

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM198047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audacious Inquiry LLC		03/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as the Collateral Agent		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4225422	PROMPT	
Registration Number:	4706975	ENS	
Registration Number:	4960175	AUDACIOUS INQUIRY	
Registration Number:	4970291	CALIPHR	
Registration Number:	4995148	ENCOUNTER NOTIFICATION SYSTEM	
Registration Number:	5249196	BOLD SOLUTIONS FOR CONNECTED HEALTHCARE	
Registration Number:	5383819	PROACTIVE MANAGEMENT OF PATIENT TRANSITIONS	
Registration Number:	5461814	PROMPT	
Registration Number:	5490966	ULP	
Registration Number:	5597743	UNIFIED LANDING PAGE	
Registration Number:	5616900	CALIPR	
Registration Number:	5617560	LANDSCAPE	
Registration Number:	5939640	A ₂ SNAPSHOT	
Registration Number:	5939642	A ₂ SMARTALERTS	
Registration Number:	5957079	A ₂ GATEWAY	
Registration Number:	6143957	CENSUS	
Registration Number:	6188726	A ₂	
Registration Number:	6406486	ENCOUNTER NOTIFICATION SERVICE	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	97203569	ENCOUNTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: (614)280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	97923661-3
NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	Ted Mulligan
DATE SIGNED:	03/15/2024

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 16, 2022 is made by Audacious Inquiry LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PointClickCare Corp., a corporation organized under the laws of Ontario, PointClickCare Technologies Inc., a corporation organized under the laws of Ontario (the “Lead Borrower”), PointClickCare Technologies USA Corp., a Delaware corporation (the “U.S. Co-Borrower”, and together with the Lead Borrower, the “Borrowers” and each, a “Borrower”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have jointly and severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Lead Borrower and its Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers and each other Grantor (as defined therein) party thereto from time to time have executed and delivered that certain U.S. Security Agreement, dated as of December 29, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to issue Letters of Credit for the account of the Lead Borrower and/or its Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Lead Borrower and/or its Restricted Subsidiaries, the Subsidiary Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office or

the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUDACIOUS INQUIRY LLC, as Grantor

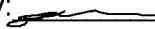
By: 

Name: Julieann Esper Rainville

Title: President

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: John D'Alessandro
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008370 FRAME: 0917

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

Owner	Registration No.	Trademark
Audacious Inquiry LLC	4225422	PROMPT
Audacious Inquiry LLC	4706975	ENS
Audacious Inquiry LLC	4960175	AUDACIOUS INQUIRY
Audacious Inquiry LLC	4970291	CALIPHR
Audacious Inquiry LLC	4995148	ENCOUNTER NOTIFICATION SYSTEM
Audacious Inquiry LLC	5249196	BOLD SOLUTIONS FOR CONNECTED HEALTHCARE
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Audacious Inquiry LLC	6143957	CENSUS
Audacious Inquiry LLC	6188726	A _i
Audacious Inquiry LLC	6406486	ENCOUNTER NOTIFICATION SERVICE

Applications:

Owner	Registration No.	Trademark
Audacious Inquiry LLC	97203569	ENCOUNTER

Inbound Exclusive Licenses in U.S. Trademarks

None.