

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Supplement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acclara Solutions, LLC		03/14/2024	Limited Liability Company: TEXAS
Advata Inc.		03/14/2024	Corporation: DELAWARE
MediRevv, LLC	FORMERLY MediRevv, Inc.	03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Agent		
Street Address:	Mail Code NCI-001-05-45 (MAC Legal)		
Internal Address:	101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6259393		
Registration Number:	5292570	ACCLARA	
Registration Number:	4934880	ALPHALYTICS	
Registration Number:	4159039	MEDIREVV	
Registration Number:	7054871	ADVATA	
Registration Number:	5561571	KENSCI	
Registration Number:	5561601	DEATH VS.DATA SCIENCE	
Serial Number:	98224438	ACCLARA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		

OP \$215.00.00 88768633

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER: 97926516-2

NAME OF SUBMITTER: Ted Mulligan

SIGNATURE: Ted Mulligan

DATE SIGNED: 03/15/2024

Total Attachments: 8

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**SECURITY AGREEMENT SUPPLEMENT
FOR INTELLECTUAL PROPERTY**

SUPPLEMENT (this “Supplement”), dated as of March 14, 2024, to the Amended and Restated Security Agreement, dated as of June 21, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Agent”).

A. Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of June 21, 2022 (as amended by that certain Amendment No. 1 and Waiver, dated as of November 17, 2023, as amended by that certain Amendment No. 2 to Second Amended and Restated Credit Agreement, dated as of January 17, 2024 and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among R1 RCM INC., a Delaware corporation (the “Borrower”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party,” the Agent and the Lenders from time to time party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, the Credit Agreement.

C. In connection with the Credit Agreement, the Borrower and the other Grantors (including the IP Grantors (as defined below)) have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Persons (each an “IP Grantor” and collectively, the “IP Grantors”) are executing this Supplement in accordance with the requirements of the Credit Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts from time to time and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations from time to time.

Accordingly, the Agent and the IP Grantors agree as follows:

SECTION 1. Each IP Grantor represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received a counterpart of this Supplement that bears the signature of the IP

Grantors, and the Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each IP Grantor hereby represents and warrants, as to itself, that set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by such IP Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded ITU Applications) and (iii) registered Copyrights in the United States Copyright Office.

SECTION 4. Each IP Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest and continuing lien on all of such IP Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such IP Grantor or in which such IP Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

(a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto, together with all divisionals, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patents, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights;

(b) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto, together with all renewals thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights (but excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule I hereto, together with all reversions, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Copyrights, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof, and, in each case, all rights to obtain any other of the foregoing rights.

SECTION 5. The grant of a security interest in the IP Collateral by each IP Grantor under this Supplement secures the payment of all Obligations of such IP Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such IP Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each IP Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. Each IP Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

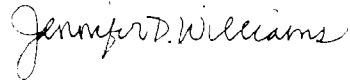
SECTION 10. The illegality or unenforceability of any provision of this Supplement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Supplement or any instrument or agreement required hereunder.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

[Remainder of Page Intentionally Blank]

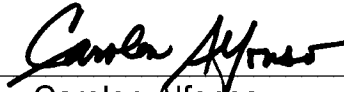
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ACCLARA HOLDINGS GROUP, INC.
ACCLARA SOLUTIONS, LLC
AD VAT AINC.
ALPHALYTICS LLC
MEDIREVV, LLC,
each as a Grantor

By 

Name: Jennifer Williams
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Carolen Alfonso
Title: Assistant Vice President

SCHEDULE I
TO SUPPLEMENT TO THE
SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property
United States Patents and Patent Applications

Title	Grantor	App. No.	Filing Date	Patent No./ Pub. No.	Pub. Date
Cryptographical ly secure machine learning	Advata Inc.	15/913864	6-MAR-2018	10198399	5-FEB-2019
Machine learning model repository	Advata Inc.	15/799322	31-OCT-2017	10275710	30-APR-2019
Electronic patient credentials	Advata Inc.	17/198079	10-MAR-2021	20210287770	16-SEP-2021

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Acclara Solutions, LLC	*••*	88768633	22-JAN-2020	6259393	02-FEB-2021
Acclara Solutions, LLC	ACCLARA	87132122	09-AUG- 2016	5292570	19-SEP-2017
Alphalytics LLC	ALPHALYTICS	86404316	24-SEP-2014	4934880	12-APR-2016
Medirevv, Inc.	MEDIREVV	85339694	07-JUN-2011	4159039	12-JUN-2012
Advata Inc.	ADVATA	97354556	08-APR-2022	7054871	6-MAY-2023
Advata Inc.	KENSCI	87069712	13-JUN-2016	5561571	11-SEP-2018
Advata Inc.	DEATH VS DATA SCIENCE	87096579	07-JUL-2016	5561601	11-SEP-2018
Acclara Solutions, LLC	 acclara	98224438	15-OCT-2023	N/A	N/A

United States Copyright Registrations

Title	Registration No.	Registration Date	Current Owner of Record
ACCLARATY	TXu002278003	8-17-2021	Acclara Solutions, LLC