

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI115178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as resigning first lien administrative agent		03/22/2024	State-chartered Commercial Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC, as successor first lien administrative agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	88442646	EXSCRIBE ORTHOPAEDIC HEALTHCARE SOLUTIONS	
Serial Number:	88171055	POCKETPATIENT	
Serial Number:	87759205	EMA	
Serial Number:	86348781	EMA RHEUMATOLOGY	
Serial Number:	86348851	EMA GASTROENTEROLOGY	
Serial Number:	86348853	EMA OTOLARYNGOLOGY	
Serial Number:	86348890	EMA GASTROENTEROLOGY	
Serial Number:	86348896	EMA RHEUMATOLOGY	
Serial Number:	86066523	MODMED	
Serial Number:	86066526	MODMED	
Serial Number:	85761439	EMA	
Serial Number:	85761451	EMA	
Serial Number:	85749131	MODERNIZING MEDICINE	

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Property Type	Number	Word Mark
Serial Number:	85749145	MODERNIZING MEDICINE
Serial Number:	85102213	ELECTRONIC MEDICAL ASSISTANT
Serial Number:	85102217	ELECTRONIC MEDICAL ASSISTANT
Serial Number:	77448160	GGASTRO
Serial Number:	75361689	GMED
Serial Number:	86977480	KLARA
Serial Number:	86479926	KLARA

CORRESPONDENCE DATA

Fax Number: 3474021997

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: 2123732619

Email: kshmorhun@paulweiss.com,rlyne@paulweiss.com

Correspondent Name: Katerina Shmorhun

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	024452-00001
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun
DATE SIGNED:	03/25/2024

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Assignment”) dated as of March 22, 2024, from First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as the resigning first lien administrative agent (in such capacity, the “Original Agent”) to Alter Domus (US) LLC, a Delaware limited liability company, as successor first lien administrative agent (in such capacity, the “Successor Agent”).

W I T N E S S E T H

WHEREAS, EXSCRIBE, LLC, a Delaware limited liability company (f/k/a Exscribe, Inc., a Delaware corporation), MODERNIZING MEDICINE, INC., a Delaware corporation, MODERNIZING MEDICINE GASTROENTEROLOGY, LLC, a Delaware limited liability company (f/k/a Modernizing Medicine Gastroenterology, Inc., a Delaware corporation) and KLARA HOLDINGS, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), the other grantors from time to time party thereto, the lenders party thereto from time to time and the Original Agent are parties to that certain First Lien Collateral Agreement, dated as of February 8, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantors granted to the Original Agent, for the for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under such Grantor’s Trademarks (including for the avoidance of doubt, the Trademarks listed on Schedule I attached hereto), together with all goodwill associated therewith or symbolized thereby (collectively, the “Trademark Collateral”).

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered the First Lien Trademark Security Agreement, dated as of February 8, 2022, in favor of the Original Agent (the “Trademark Security Agreement”) and the Original Agent recorded the Trademark Security Agreement with the United States Patent and Trademark Office (the “USPTO”) on February 8, 2022, at Reel/Frame No. 7628/0824;

WHEREAS, the Grantors, the Original Agent, the Successor Agent and the other parties thereto have entered into that certain Agency Resignation and Appointment Agreement, dated February 22, 2024 pursuant to which: (i) the Original Agent resigned as Original Agent and the Successor Agent accepted the appointment to Successor Agent and (ii) the Original Agent assigned to the Successor Agent each of the liens and security interests granted to the Original Agent, for the benefit of the Original Agent, the Lenders (as defined in the First Lien Credit Agreement) and the other Secured Parties, under the First Lien Credit Agreement and the other First Lien Loan Documents (as defined in the First Lien Credit Agreement), and the Successor Agent assumed all such liens, for its benefit and for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Original Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Security Agreement.

2. Assignment of Security Interest. The Original Agent hereby assigns all of its rights, titles, interests, powers, and privileges under the Security Agreement, including those with respect to the Trademark Collateral, to the Successor Agent, strictly on an "AS IS AND WHERE IS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY THE ORIGINAL AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE ORIGINAL AGENT AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST THE ORIGINAL AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE ORIGINAL AGENT.

3. Further Assurances. The Original Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Original Agent authorizes and requests that the USPTO or any other relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

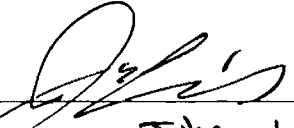
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

ORIGINAL AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY
(successor by purchase to the Federal Deposit
Insurance Corporation as receiver for Silicon Valley
Bridge Bank, N.A. (as successor to Silicon Valley
Bank))

By: 
Name: John Lapides
Title: Managing Director

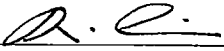
[Signature Page to Assignment of Security Interest in Trademark Collateral]

**TRADEMARK
REEL: 008378 FRAME: 0569**

Accepted and Agreed:

SUCCESSOR AGENT:

ALTER DOMUS (US) LLC

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 008378 FRAME: 0570

Schedule I
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Exscribe, LLC (f/k/a Exscribe, Inc.)	EXSCRIBE ORTHOPAEDIC HEALTHCARE SOLUTIONS and design	88442646	23-MAY- 2019	6062131	26-MAY- 2020
Modernizing Medicine, Inc.	POCKETPATIENT	88171055	26-OCT- 2018	N/A	Pending
Modernizing Medicine, Inc.	EMA	87759205	17-JAN- 2018	5694691	12-MAR- 2019
Modernizing Medicine, Inc.	EMA RHEUMATOLOGY	86348781	25-JUL- 2014	4847151	03-NOV- 2015
Modernizing Medicine, Inc.	EMA GASTROENTEROLOGY	86348851	25-JUL- 2014	4847152	03-NOV- 2015
Modernizing Medicine, Inc.	EMA OTOLARYNGOLOGY	86348853	25-JUL- 2014	4847153	03-NOV- 2015
Modernizing Medicine, Inc.	EMA GASTROENTEROLOGY	86348890	25-JUL- 2014	4847154	03-NOV- 2015
Modernizing Medicine, Inc.	EMA RHEUMATOLOGY	86348896	25-JUL- 2014	4847155	03-NOV- 2015
Modernizing Medicine, Inc.	MODMED	86066523	17-SEP- 2013	5223441	13-JUN-2017
Modernizing Medicine, Inc.	MODMED	86066526	17-SEP- 2013	5223442	13-JUN-2017
Modernizing Medicine, Inc.	EMA and design	85761439	23-OCT- 2012	4843590	03-NOV- 2015
Modernizing Medicine, Inc.	EMA and design	85761451	23-OCT- 2012	4848753	10-NOV- 2015
Modernizing Medicine, Inc.	MODERNIZING MEDICINE	85749131	09-OCT- 2012	4346525	04-JUN-2013
Modernizing Medicine, Inc.	MODERNIZING MEDICINE	85749145	09-OCT- 2012	4446273	10-DEC- 2013
Modernizing Medicine, Inc.	ELECTRONIC MEDICAL ASSISTANT	85102213	06-AUG- 2010	4292731	19-FEB-2013
Modernizing Medicine, Inc.	ELECTRONIC MEDICAL ASSISTANT	85102217	06-AUG- 2010	4298563	05-MAR- 2013
Modernizing Medicine Gastroenterology, LLC (f/k/a Modernizing Medicine Gastroenterology, Inc.)	GGASTRO	77448160	15-APR- 2008	3571730	10-FEB-2009
Modernizing Medicine Gastroenterology, LLC	GMED	75361689	23-SEP- 1997	2532372	22-JAN-2002

(f/k/a Modernizing Medicine Gastroenterology, Inc.)					
Klara Holdings, LLC	KLARA	86977480	14-DEC- 2014	5027286	23-AUG- 2016
Klara Holdings, LLC	KLARA	86479926	14-DEC- 2014	5184218	18-APR- 2017