

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI134283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucent Health Solutions, Inc.		04/01/2024	Corporation: DELAWARE
Lucent Health Care Management, LLC		04/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Oxford Finance LLC, as Administrative Agent		
Street Address:	115 S. Union Street		
Internal Address:	Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4957722	LUCENT RX	
Registration Number:	5342411	LUCENT TRIBIA	
Registration Number:	5340919	LUCENT SURITY	
Registration Number:	5088766	LUCENT HEALTH	
Registration Number:	5340918	LUCENT VISTA	
Registration Number:	5478291	NARUS HEALTH YOUR LIFE. YOUR WAY.	
Registration Number:	5478292	NARUS HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$190.00.00 76718559

ATTORNEY DOCKET NUMBER:	7156.122
NAME OF SUBMITTER:	Kristen Lange
SIGNATURE:	Kristen Lange
DATE SIGNED:	04/01/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of April, 2024, by and among each of the undersigned signatories identified as "Grantor" (each, a "Grantor") and OXFORD FINANCE LLC, a Delaware limited liability company ("Oxford"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of even date herewith by and among the Lenders from time to time party thereto, Agent, Grantor, and each other Borrower and Guarantor from time to time party thereto (as the same may be amended, supplemented, modified, increased, renewed or restated from time to time, the "Credit Agreement"), the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit 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 pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, to secure the 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, and for the avoidance of doubt and notwithstanding anything to the contrary herein, excluding Excluded Assets pursuant to and in accordance with the Credit Agreement the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to the

Grantor, including rights to receive damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation related to the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by each Grantor to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving such 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 its benefit and for the ratable benefit of Lenders, pursuant to the Credit 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 Credit 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 Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting each Grantor's obligations under this Section, such Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 Agent's continuing security interest in all Collateral, which for the avoidance of doubt and notwithstanding anything to the contrary herein, excludes Excluded Assets pursuant to and in accordance with the Credit Agreement, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Trademark Security Agreement may be transmitted and/or signed by facsimile or other electronic transmission, and shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

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, AND JURY TRIAL WAIVER, SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT

AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page left intentionally blank; 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:

LUCENT HEALTH SOLUTIONS, INC.

By: 

Name: Brett Rodewald

Title: President and Chief Executive Officer

LUCENT HEALTH CARE MANAGEMENT, LLC

By: 

Name: Brett Rodewald

Title: Chief Executive Officer

AGENT:

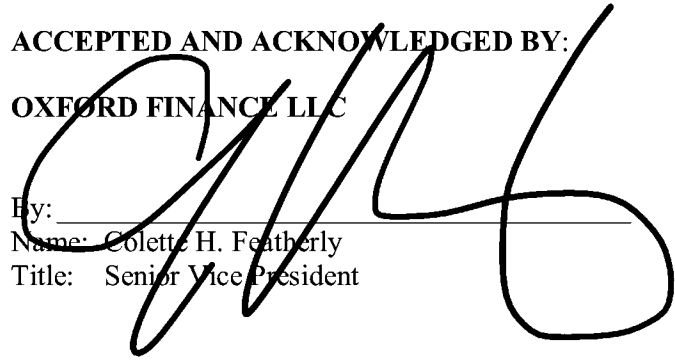
ACCEPTED AND ACKNOWLEDGED BY:

OXFORD FINANCE LLC

By: _____

Name: Colette H. Featherly

Title: Senior Vice President

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over the signature line and extending upwards into the 'ACCEPTED AND ACKNOWLEDGED BY' text.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
LUCENT RX	4957722	05/17/16	Lucent Health Solutions, Inc.
LUCENT TRIBIA	5342411	11/21/17	Lucent Health Solutions, Inc.
LUCENT SURITY	5340919	11/21/17	Lucent Health Solutions, Inc.
LUCENT HEALTH	5088766	11/29/16	Lucent Health Solutions, Inc.
LUCENT VISTA	5340918	11/21/17	Lucent Health Solutions, Inc.
NARUS HEALTH YOUR LIFE. YOUR WAY.	5478291	05/29/18	Lucent Health Care Management, LLC
NARUS HEALTH	5478292	05/29/18	Lucent Health Care Management, LLC

Trademark Applications

None.