# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM506552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Solutionreach, Inc.		01/17/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Capital One, National Association	
Street Address:	2 Bethesda Metro Center, Suite 600	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark	
Registration Number:	4996223	SR	
Registration Number:	4794643	PATIENTREACH	
Registration Number:	4177080	SOLUTIONREACH	
Registration Number:	4423065	PRACTICE DRIVEN. PATIENT CENTERED.	
Registration Number:	4177079	SOLUTIONREACH	
Registration Number:	3801698	SMILEDASH	
Registration Number:	3801701	SMILEDASH	
Registration Number:	3631265	SMILE REMINDER	
Registration Number:	3631264	SMILE REMINDER	
Registration Number:	3161402	BUILDING PATIENT RELATIONSHIPS ONE MESSA	
Registration Number:	3097228	SMILE REMINDER	
Serial Number:	88211860	SYNCASSURE	

### CORRESPONDENCE DATA

**Fax Number:** 

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: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE

TRADEMARK

REEL: 006529 FRAME: 0908 900482143

	King & Spalding LLP Atlanta, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	24046.515024	
NAME OF SUBMITTER:	Steven Sheesley	
SIGNATURE:	//Steven Sheesley//	
DATE SIGNED:	01/18/2019	
Total Attachments: 6 source=Solutionreach - Trademark Security Agreement#page1.tif source=Solutionreach - Trademark Security Agreement#page2.tif		

# source=Solutionreach - Trademark Security Agreement#page1.tif source=Solutionreach - Trademark Security Agreement#page2.tif source=Solutionreach - Trademark Security Agreement#page3.tif source=Solutionreach - Trademark Security Agreement#page4.tif source=Solutionreach - Trademark Security Agreement#page5.tif source=Solutionreach - Trademark Security Agreement#page6.tif

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2019 (this "<u>Trademark Security Agreement</u>"), made by SOLUTIONREACH, INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of January 17, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, Holdings, each Lender party thereto from time to time, Capital One, National Association, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 17, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

1

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to any Grantor when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received a counterpart hereof executed on behalf of such Grantor that bear the signature of such Grantor, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLUTIONREACH, INC., as Grantor

By:

Name: Robert T. Goates

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CAPITAL ONE, NATIONAL ASSOCIATION,

as Collateral Agent

Name: MARHEN CORRADO
Title: Duly Authorized Signatory

**REEL: 006529 FRAME: 0913** 

SCHEDULE I to TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **UNITED STATES TRADEMARKS:**

# Applications-

Solutionreach, Inc.	SYNCASSURE	88211860	11/30/2018
Loan Party – Owner	Trademark	Application Number	Filing Date

# Registrations -

Loan Party – Owner	Trademark	Registration Number	Registration Date
Solutionreach, Inc.		4996223	07/12/2016
Solutionreach, Inc.	PATIENTREACH	4794643	08/18/2015
Solutionreach, Inc.	SOLUTIONREACH	4177080	07/17/2012
Solutionreach, Inc.	PRACTICE DRIVEN, PATIENT CENTERED.	4423065	10/22/2013
Solutionreach, Inc.	<b>solution</b> reach	4177079	07/17/2012
Solutionreach, Inc.	SMILEDASH	3801698	06/15/2010
Solutionreach, Inc.	SMILEDASH	3801701	06/15/2010
Solutionreach, Inc.	Smile Reminder	3631265	06/02/2009

Loan Party – Owner	Trademark	Registration Number	Registration Date
Solutionreach, Inc.	SMILE REMINDER	3631264	06/02/2009
Solutionreach, Inc.	BUILDING PATIENT RELATIONSHIPS ONE MESSAGE AT A TIME	3161402	10/24/2006
Solutionreach, Inc.	SMILE REMINDER	3097228	05/30/2006

**RECORDED: 01/18/2019**