

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ACADEMY HOLDINGS, LLC dba AAPC		03/29/2019	Limited Liability Company: NORTH CAROLINA
CODING INSTITUTE, LLC		03/29/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	4699931	AAPC	
Registration Number:	4699934	AAPC	
Registration Number:	3638314	AMERICAN ACADEMY OF PROFESSIONAL CODERS	
Registration Number:	3634417		
Registration Number:	5481731	CAREERHEALTH	
Registration Number:	4921054	CCC	
Registration Number:	5583744	CDEO	
Registration Number:	4921056	CEDC	
Registration Number:	4921057	CEMC	
Registration Number:	4460184	CERTIFIED PROFESSIONAL BILLER (CPB)	
Registration Number:	3417247	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3649262	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3417245	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR	
Registration Number:	3556761	CIC	
Registration Number:	3600034	CIRCC	
Registration Number:	3687194	CIRCC	

CH \$1090.00 4699931

Property Type	Number	Word Mark
Registration Number:	3684188	CIRCC
Registration Number:	4923583	COC
Registration Number:	3375778	CPC
Registration Number:	3417246	CPC
Registration Number:	3880943	CPCD
Registration Number:	3378238	CPC-H
Registration Number:	4285983	CPCO
Registration Number:	3378243	CPC-P
Registration Number:	3913961	CPMA
Registration Number:	4315729	CPPM
Registration Number:	4838120	CRC
Registration Number:	4244872	PRACTICODE
Registration Number:	1530814	MEDICINE & HEALTH
Registration Number:	2425144	PART B INSIDER
Registration Number:	2822679	RAPID CODER
Registration Number:	3018916	REHAB REPORT
Registration Number:	3784827	SUPER CODER
Registration Number:	4270535	SUPERCODER.COM
Registration Number:	4266469	SUPERCODER.COM
Serial Number:	88244327	CERTIFIED DOCUMENTATION EXPERT INPATIENT
Serial Number:	87420264	COPC
Serial Number:	87595262	CPMS
Serial Number:	88284717	C TCI
Serial Number:	88284770	C TCI SUPERCODER
Serial Number:	88284760	SUPERCODER
Serial Number:	88292923	THE CODING INSTITUTE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 34408.00012

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/03/2019
Total Attachments: 19 source=07. AAPC - Trademark Security Agreement [Executed]#page1.tif source=07. AAPC - Trademark Security Agreement [Executed]#page2.tif source=07. AAPC - Trademark Security Agreement [Executed]#page3.tif source=07. AAPC - Trademark Security Agreement [Executed]#page4.tif source=07. AAPC - Trademark Security Agreement [Executed]#page5.tif source=07. AAPC - Trademark Security Agreement [Executed]#page6.tif source=07. AAPC - Trademark Security Agreement [Executed]#page7.tif source=07. AAPC - Trademark Security Agreement [Executed]#page8.tif source=07. AAPC - Trademark Security Agreement [Executed]#page9.tif source=07. AAPC - Trademark Security Agreement [Executed]#page10.tif source=07. AAPC - Trademark Security Agreement [Executed]#page11.tif source=07. AAPC - Trademark Security Agreement [Executed]#page12.tif source=07. AAPC - Trademark Security Agreement [Executed]#page13.tif source=07. AAPC - Trademark Security Agreement [Executed]#page14.tif source=07. AAPC - Trademark Security Agreement [Executed]#page15.tif source=07. AAPC - Trademark Security Agreement [Executed]#page16.tif source=07. AAPC - Trademark Security Agreement [Executed]#page17.tif source=07. AAPC - Trademark Security Agreement [Executed]#page18.tif source=07. AAPC - Trademark Security Agreement [Executed]#page19.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), dated as of March 29, 2019, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the “**Borrower**”) and **CODING INSTITUTE, LLC**, a North Carolina limited liability company (together with the Borrower, the “**Grantors**” and each a “**Grantor**”), in favor of **HPS INVESTMENT PARTNERS, LLC** (“**HPS**”), located at 40 West 57th Street, 33rd Floor New York, NY 10019, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, AAPC Holdings, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), HPS, as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default

without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of 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 Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark 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.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. 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. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

SECTION 8. WAIVER OF JURY TRIAL. THE GRANTORS AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE COLLATERAL AGENT AND EACH SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

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.


AMERICAN ACADEMY HOLDINGS, LLC,
a North Carolina limited liability company,
as Grantor

By: Christa Miller
Name: Christa Miller
Title: Chief Financial Officer

CODING INSTITUTE, LLC,
a North Carolina limited liability company,
as Grantor

By: Christa Miller
Name: Christa Miller
Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: 
Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006607 FRAME: 0932

SCHEDULE A

TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

Mark	Serial Number	Registration Number	Owner of Record	Country
AAPC	86/403,219	4,699,931	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
AAPC	86/403,384	4,699,934	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
AAPC	1,278,759	1,278,759	AMERICAN ACADEMY HOLDINGS, LLC	WIPO
AAPC	1,278,759	1,278,759	AMERICAN ACADEMY HOLDINGS, LLC	PHILIPPINES
AAPC	IRDI-3280625	1,278,759	AMERICAN ACADEMY HOLDINGS, LLC	INDIA
AMERICAN ACADEMY OF PROFESSIONAL CODERS	77/578,299	3,638,314	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

Mark	Serial Number	Registration Number	Owner of Record	Country
Caduceus, book and circle logo	77/578,994	3,634,417	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CAREERHEALTH	87/133,241	5,481,731	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CCC	86/539,402	4,921,054	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED DOCUMENTATION EXPERT INPATIENT (CDEI)	88/244,327		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CDEO	87/595,255	5,583,744	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CEDC	86/539,406	4,921,056	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CEMC	86/539,410	4,921,057	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

Mark	Serial Number	Registration Number	Owner of Record	Country
CERTIFIED PROFESSIONAL BILLER (CPB)	85/850,872	4,460,184	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED PROFESSIONAL CODER	1625790	CERTIFICATE # 1271427	AMERICAN ACADEMY HOLDINGS, LLC	INDIA
CERTIFIED PROFESSIONAL CODER	77/202,480	3,417,247	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED PROFESSIONAL CODER	77/205,476	3,649,262	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED PROFESSIONAL CODER	77/201,586	3,417,245	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED PROFESSIONAL MEDICAL AUDITOR	77/463,641	3,596,815	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CIC	77/474,652	3,556,761	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CIRCC	77/523,248	3,600,034	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

Mark	Serial Number	Registration Number	Owner of Record	Country
CIRCC	77/523,287	3,687,194	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CIRCC	77/523,258	3,684,188	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
COC	86/351,384	4,923,583	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
COPC	87/420,264		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPC	77/201,984	3,375,778	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPC	77/201,743	3,417,246	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPC	1,277,562	1,277,562	AMERICAN ACADEMY HOLDINGS, LLC	WIPO
CPC			AMERICAN ACADEMY HOLDINGS, LLC	INDIA VIA MADRID

Mark	Serial Number	Registration Number	Owner of Record	Country
CPC			AMERICAN ACADEMY HOLDINGS, LLC	PHILIPPINES
CPCD	77/777,944	3,880,943	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPC-H	77/201,831	3,378,238	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPCO	85/659,223	4,285,983	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPC-P	77/201,956	3,378,243	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPMA	85/065,350	3,913,961	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPMS	87/595,262		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CPPM	85/537,326	4,315,729	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

Mark	Serial Number	Registration Number	Owner of Record	Country
CRC	86/423,810	4,838,120	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PRACTICODE	85/542,704	4,244,872	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
MEDICINE & HEALTH	73/681,275	1,530,814	Coding Institute, LLC	UNITED STATES
PART B INSIDER	75/903,173	2,425,144	Coding Institute, LLC	UNITED STATES
RAPID CODER	76/498,629	2,822,679	Coding Institute, LLC	UNITED STATES
REHAB REPORT	76/397,764	3,018,916	Coding Institute, LLC	UNITED STATES
SUPER CODER	78/533,588	3,784,827	Coding Institute, LLC	UNITED STATES
SUPERCODER.COM	85/279,497	4,270,535	Coding Institute, LLC	UNITED STATES
SUPERCODER.COM and design	85/279,520	4,266,469	Coding Institute, LLC	UNITED STATES
TCI and Design	88/284,717		Coding Institute, LLC	UNITED STATES
TCI SUPERCODER and Design	88/284,770		Coding Institute, LLC	UNITED STATES
SUPERCODER	88/284,760		Coding Institute, LLC	UNITED STATES
THE CODING INSTITUTE	88/292923		Coding Institute, LLC	UNITED STATES

DOMAIN NAME REGISTRATIONS

Domain
AAPCPHYSICIANSERVICES.COM
AAPCPS.COM
CODINGBOOK.COM
PRACTICODE.COM
PROFITABLEUSE.COM
aapc-certifications.com
ACCUCODER.COM
ACCUCODER.INFO
ACCUCODER.NET
ACCUCODER.ORG
CODELOOKUP.INFO
CODELOOKUP.NET
CODINGDATA.COM
CODINGICD10.COM
CPT.INFO
CPTCODE.NET
CPTCODE.ORG
CPTCODING.ORG
CPTDATA.COM
CPTLOOKUP.COM
CPTLOOKUP.INFO
DIAGNOSISCODE.INFO
DIAGNOSISCODE.NET
DIAGNOSISCODE.ORG
DIAGNOSISCODES.INFO
DIAGNOSISCODES.NET
DIAGNOSISCODES.ORG
DXCODES.COM
DXCODES.NET
EICD11.COM
EXPERTICD10.COM
FREEICD10.COM
FREEICD10CODES.COM
FREEMEDICALCODES.COM
HCPCS.INFO
HCPCS.MOBI
HCPCSDATA.COM
ICD10.ACADEMY
ICD10.CAREERS
ICD10.CODES
ICD10.EMAIL
ICD10.LAWYER
ICD10.MOBI
ICD10.ROCKS
ICD10.SERVICES
ICD10.SOFTWARE

Domain
ICD10.TIPS
ICD10.WIKI
ICD-10APP.COM
ICD10APP.INFO
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ICD10BLOG.COM
ICD10BROWSER.COM
ICD10CLASSES.COM
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ICD10DOWNLOAD.COM
ICD10ENCODER.COM
ICD10INDEX.COM
ICD10INFORMATION.COM
ICD10LIST.COM
ICD-10LOOKUP.COM
ICD10LOOKUP.INFO
ICD10LOOKUP.NET
ICD10LOOKUP.ORG
ICD10ONLINE.ORG
ICD10PCSCODES.COM
ICD10PCSCODES.INFO
ICD10PCSCODES.NET
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ICD10PCSDATA.COM
ICD10PLUS.COM
ICD10PROCEDURES.COM
ICD10PROFESSIONAL.COM
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ICD10SEARCH.COM
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ICD11.US
ICD11.WEBSITE
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ICD11APP.INFO

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ICD9CONVERT.COM
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ICD9DATA.NET
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ICD9TOICD10.COM
ICDCODES.INFO
ICDCODES.NET
ICDPRO.COM
MEDICALCODE.ORG
MEDICALCODES.INFO
MEDICAL-CODES.INFO
ONLINEICD.COM
ONLINEICD.NET
ONLINEICD10.COM
ONLINEICD11.COM
PROCEDURECODE.NET
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PROCEDURE-CODES.COM
PROCEDURECODES.INFO
PROCEDURECODES.NET
aapc.com
myaapc.com
aapcnab.com
aapcnatl.org
healthcon.com
careerhealth.com
ORLANDOHOTELBOOKINGS.COM
aapcpartner.com
audioconferencehub.co
audioconferencehub.com
audioeducator.co

Domain
audioeducators.co
audioeducators.info
codingguides.com
codinghandbooks.com
codinginstituteinfo.com
confhealthcares.com
educatorwebinar.com
eliaccounting.com
elipublication.com
foodsafetyemail.com
foodsafetywebinar.com
healthcareaudio.com
healthcarecompliance-webinars.com
healthcarecompliancewebinars.com
healthcareregulatory-trainings.com
healthcareregulatorywebinars.com
medicare-webinars.com
pharmaaudioemail.com
pharmanewsupdate.com
postacutecares.com
proedtechconf.com
proedtechwebinars.com
sccemails.com
tcibooks.com
tcicodebooks.com
tcinewsletters.com
trainingcare.com
trainingcare.us
eliresearch.co.in
healthicity.com

Abandoned U.S. Trademark Registrations and Applications

The following list reflects applications or registrations which were abandoned or otherwise cancelled. Neither Borrower nor any Grantor makes any representation or warranty with respect to ownership, validity, enforceability, ability to grant a security interest in, infringement or lack of infringement of the marks reflected below, and expressly disclaims any and all representations and warranties with respect to such marks, whether in this Agreement, the Credit Agreement, the Security Agreement or otherwise.

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