

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McBee Associates, Inc.		10/01/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5094749	MCBEE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	022411-1267		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	10/01/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 1, 2020, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Goldman Sachs Bank USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Netsmart, Inc., a Delaware corporation (the “Company”), Netsmart Technologies, Inc., a Delaware corporation (“Netsmart Technologies”, together with the Company, the “Borrowers” and individually a “Borrower”) and Nathan Intermediate LLC, a Delaware limited liability company (“Holdings”) have entered into that certain First Lien Credit Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated October 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);

b. all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, and all registrations and applications for registration thereof, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, including, without limitation, copyrights in Computer Software, internet websites and the content thereof whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover or obtain, such damages or injunctive relief; and

f. all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, extended, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

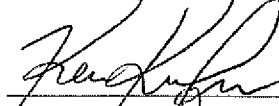
OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

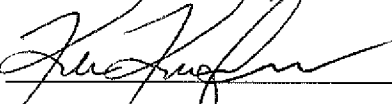
NETSMART TECHNOLOGIES, INC.

By:  _____

Name: Kevin Kaufman

Title: Chief Financial Officer


MCBEE ASSOCIATES, INC.

By:  _____

Name: Kevin Kaufman

Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name:
Title:

By: _____
Name:
Title:

Schedule A
Registered Patents

Owner	Patent	Registration No.	Registration Date (Filing Date)
Netsmart Technologies, Inc.	System and Method for Identifying Candidates for Research Studies	14/136,097	(12/20/2013)
Netsmart Technologies, Inc.	Capture and Reporting of User Activity Data	14/144,737	(12/31/2013)
Netsmart Technologies, Inc.	Software Customer Advisory Service	14/144,725	(12/31/2013)
Netsmart Technologies, Inc.	Best-in-Class Performance Metrics and Best Practices Derived from Automatically Reported Data	14/144,722	(12/31/2013)
Netsmart Technologies, Inc.	Data Processing System with Translator for Different Messaging Protocols	14/990,454	(01/07/2016)
Netsmart Technologies, Inc.	Interactive Clinical Maps	15/076,375	(03/21/2016)

Patent Applications:

None.

Schedule B

Registered Trademarks

Grantor	Mark	Registration No.	Registration Date
Netsmart Technologies, Inc.	CAREFABRIC	4877909	12/29/2015
Netsmart Technologies, Inc.	CMHC	2723412	06/10/2003
Netsmart Technologies, Inc.	EVERYDAYMATTERS	4495335	03/11/2014
Netsmart Technologies, Inc.	JUST FOR PUBLIC HEALTH	5401832	02/13/2018
Netsmart Technologies, Inc.	MYEVOLV	4813701	09/15/2015
Netsmart Technologies, Inc.	MYLEARNINGPOINTE	4660236	12/23/2014
Netsmart Technologies, Inc.	MYLEARNINGPOINTE AND DESIGN	4685283	02/10/2015
Netsmart Technologies, Inc.	REVCONNECT	4961052	5/17/2016
Netsmart Technologies, Inc.	THERAPIST HELPER	3953912	05/03/2011
Netsmart Technologies, Inc.	TIER	4631010	11/04/2014
Netsmart Technologies, Inc.	WHERE LEARNING POINTS TO KNOWLEDGE	4744105	05/26/2015
Netsmart Technologies, Inc.	EVOLV CS (STYLIZED)	3710935	11/17/2009
McBee Associates, Inc.	MCBEE	5094749	12/06/2016
Netsmart Technologies,	Netsmart Referral	5741485	04/30/2019

Grantor	Mark	Registration No.	Registration Date
Inc.	Manager™		
Netsmart Technologies, Inc.	Netsmart Snapshot®	5714753	04/2/2019
Netsmart Technologies, Inc.	EveryDayMatters Foundation™ (Black and White)	5749409	05/14/2019
Netsmart Technologies, Inc.	EveryDayMatters Foundation™ (Color)	5749410	08/21/2018
Netsmart Technologies, Inc.	HAS™	5861929	09/17/2019
Netsmart Technologies, Inc.	HAS	5861928	09/17/2019
Netsmart Technologies, Inc.	Document Connect™	6020764	03/24/2020
Netsmart Technologies, Inc.	MYUNITY	5932881	12/10/2019
Netsmart Technologies, Inc.	NETSMART PRIME	5429155	03/20/2018
Netsmart Technologies, Inc.	NETSMART TELEHEALTH	6064749	05/2/2020

Trademark Applications:

Grantor	Mark	Application No.	Application Date
Netsmart Technologies, Inc.	NETSMART IDENTITY AND ACCESS MANAGEMENT	90160084	09/04/2020

Schedule C

Copyrights

Grantor	Copyright	Registration No.	Registration Date
Netsmart Technologies, Inc.	CSM Human Services Information System (non-GUI)	TXu 867215	11/09/1999
Netsmart Technologies, Inc.	CSM Human Services Information System	TXu 931953	01/04/2000
Netsmart Technologies, Inc.	CSM Clinical Work Station System	TXu 925446	11/09/1999
Netsmart Technologies, Inc.	M3/J5 Medical Management System	TXu 923199	10/27/1999
Netsmart Technologies, Inc.	CSM Nursing Station Software	TXu 923760	10/27/1999
Netsmart Technologies, Inc.	CSM Behavioral Health Information System	TXu 928577	11/09/1999
Netsmart Technologies, Inc.	CSM Psychiatric Hospital Information System	TXu 928334	11/24/1999
Netsmart Technologies, Inc.	CMHC/MIS 4.0	TX 5460003	12/10/2001
Netsmart Technologies, Inc.	CMHC/MIS 3.0	TX 5589359	01/04/2002
Netsmart Technologies, Inc.	Behavioral Care Management System (BCMS) 3.720	TX 5645744	10/03/2003
Netsmart Technologies, Inc.	Automated Methadone Management System	TX 3385913	04/13/1992
Netsmart Technologies, Inc.	Automated Methadone Dispensing and Clinical Management Software: Automated Methadone Dispensing Program	TXu 1289408	10/04/2004
Netsmart Technologies, Inc.	Automated Methadone Dispensing System	TXu 1012270	08/14/2001
Netsmart Technologies, Inc.	Avatar PM	TX 7377569	09/30/2010
Netsmart Technologies, Inc.	Avatar CFMS	TX 7226435	09/27/2010
Netsmart Technologies, Inc.	Avatar MSO	TX 7310991	09/21/2010
Netsmart Technologies, Inc.	Avatar CWS	TX 7310983	09/21/2010

Grantor	Copyright	Registration No.	Registration Date
Netsmart Technologies, Inc.	RxConnect	TX 7340196	11/16/2010
Netsmart Technologies, Inc.	TIER System Description	TX 3957143	11/16/1994
Netsmart Technologies, Inc.	TIER Technical Documentation Summary	TX 3957144	11/16/1994
Netsmart Technologies, Inc.	TIER Totally Integrated Electronic Record User Manual	TX 3957145	11/16/1994
Netsmart Technologies, Inc.	EVOLV	TXu 310785	01/26/1988
Netsmart Technologies, Inc.	EVOLV-CS	TXu 1240718	05/23/2005
Netsmart Technologies, Inc.	Evolv for Windows by DeFran Systems, Inc.	TX 5495534	10/10/2001
Netsmart Technologies, Inc.	INTAKE SPR	TX 5098320	09/13/1999
Netsmart Technologies, Inc.	Avatar CALPM Version 2015	TX 8057101	07/22/2015
Netsmart Technologies, Inc.	Avatar CFMS Version 2014	TX 8057104	07/22/2015
Netsmart Technologies, Inc.	Avatar CWS Version 2015	TX 8062580	08/04/2015
Netsmart Technologies, Inc.	Avatar MSO Version 2011	TXu 1831976	09/06/2012
Netsmart Technologies, Inc.	Avatar MSO Version 2015	TX 8062579	08/04/2015
Netsmart Technologies, Inc.	Avatar PM Version 2015	TX 8062578	08/04/2015
Netsmart Technologies, Inc.	Avatar RADplus Version 2015	TX 8062577	08/04/2015
Netsmart Technologies, Inc.	myEvolv Version 9	TX 8057106	04/09/2015
Netsmart Technologies, Inc.	MyEvolv Version 9.0	TX 8069520	08/17/2015
Netsmart Technologies, Inc.	Therapist Helper	TX 7354783	09/17/2010
Netsmart Technologies, Inc.	TIER Version 8	TX 8069521	08/17/2015
Netsmart Technologies, Inc.	TIER, Version 8	TX 8021087	05/12/2015
Netsmart Technologies, Inc.	CMHC/MIS Version 4.2	TX0008173420	05/26/2015

Grantor	Copyright	Registration No.	Registration Date
Netsmart Technologies, Inc.	TIER Version 8.5.18	TX0008387233	03/30/2017
Netsmart Technologies, Inc.	TIER Version 8.6	TX0008347151	10/26/2016
Netsmart Technologies, Inc.	RxConnect Version 6.9	TX0008386814	03/31/2017
Netsmart Technologies, Inc.	myEvolv Version 908076	TX0008347653	10/26/2016
Netsmart Technologies, Inc.	myEvolv Version 908151	TX0008388595	03/31/2017
Netsmart Technologies, Inc.	Avatar RADplus January 2017.	TX0008386822	03/31/2017
Netsmart Technologies, Inc.	Avatar RADplus July 2016	TX0008340305	10/26/2016
Netsmart Technologies, Inc.	Avatar PM January 2017	TX0008386825	03/31/2017
Netsmart Technologies, Inc.	Avatar PM July 2016	TX0008340311	10/26/2016
Netsmart Technologies, Inc.	Avatar MSO January 2017	TX0008386676	03/31/2017
Netsmart Technologies, Inc.	Avatar MSO July 2016.	TX0008340306	10/26/2016
Netsmart Technologies, Inc.	Avatar CWS January 2017	TX0008390030	03/31/2017
Netsmart Technologies, Inc.	Avatar CWS July 2016	TX0008340303	10/26/2016
Netsmart Technologies, Inc.	Avatar CFMS January 2017	TX0008389751	03/30/2017
Netsmart Technologies, Inc.	Avatar CFMS July 2016	TX0008340283	10/26/2016
Netsmart Technologies, Inc.	Avatar CalPM January 2017.	TX0008389727	03/30/2017
Netsmart Technologies, Inc.	Avatar CalPM July 2016	TX0008340278	10/26/2016

Copyright Applications:

None.

Exclusive Copyright Licenses:

None.