

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SENTRY DATA SYSTEMS, INC.		10/06/2020	Corporation: FLORIDA
AGILUM HEALTHCARE INTELLIGENCE, INC.		10/06/2020	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
<b>Street Address:</b>	11 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5707507	BACKBONE	
<b>Registration Number:</b>	5782253	HPI	
<b>Registration Number:</b>	5603451	COMPARATIVE RAPID CYCLE ANALYTICS	
<b>Registration Number:</b>	4740110	DATANEXT	
<b>Registration Number:</b>	5865081	SENTINEL	
<b>Registration Number:</b>	5431448	SENTREX	
<b>Serial Number:</b>	90203897	AGILUM	
<b>Serial Number:</b>	90203933		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-577-8574		
<b>Email:</b>	humberto.aquino@katten.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		

CH \$215.00 5707507

<b>ATTORNEY DOCKET NUMBER:</b>	392127-00009
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	10/06/2020

**Total Attachments: 6**

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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2020 (this “Security Agreement”), is made by Sentry Data Systems, Inc., a Florida corporation and Agilum Healthcare Intelligence, Inc., a Tennessee corporation (each, a “Grantor”, and collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, SDS Intermediate, Inc., a Delaware corporation (“Holdings”) and Sentry Data Systems, Inc., a Florida corporation (the “Borrower”) have entered into that certain Credit Agreement dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

**WHEREAS**, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower’s Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1**     **Defined Term**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**     **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property:

all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor’s use

of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, 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 issuing from such intent-to-use trademark application under applicable federal law (the "Trademark Collateral").

**Section 3**     **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

**Section 5**     **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**     **Governing Law.**     THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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.

**SENTRY DATA SYSTEMS, INC.**

By: 

Name: Ronald Linares

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007071 FRAME: 0630**

AGILUM HEALTHCARE INTELLIGENCE, INC.

By: 

Name: Rorald Linares

Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 007071 FRAME: 0631**

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By:   
Name: Steven Schlussler  
Title: Authorized Signatory

By:   
Name: Patrick Duggan  
Title: Authorized Signatory

**SCHEDULE I**  
**TRADEMARKS**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Registrant</b>
BACKBONE	U.S.	Registered	5707507	3/26/2019	Sentry Data Systems, Inc.
HPI	U.S.	Registered	5782253	6/18/2019	Sentry Data Systems, Inc.
COMPARATIVE RAPID CYCLE ANALYTICS	U.S.	Registered	5603451	11/6/2018	Sentry Data Systems, Inc.
DATANEXT	U.S.	Registered	4740110	5/19/2015	Sentry Data Systems, Inc.
SENTINEL	U.S.	Registered	5865081	9/24/2019	Sentry Data Systems, Inc.
SENTREX	U.S.	Registered	5431448	3/27/2018	Sentry Data Systems, Inc.
CRCA	Australia	Registered	1867329	8/21/2017	Sentry Data Systems, Inc.
COMPARATIVE RAPID CYCLE ANALYTICS	United Kingdom	Refused	3241706	7/5/2017	Sentry Data Systems, Inc.
CRCA	United Kingdom	Registered	3251613	11/17/2017	Sentry Data Systems, Inc.
DATANEXT	United Kingdom	Registered	3057082	9/5/2014	Sentry Data Systems, Inc.

**II. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Owner/ Applicant</b>
AGILUM	U.S.	Filed	90203897	9/23/2020	Agilum Healthcare Intelligence, Inc.
AGILUM (DESIGN)	U.S.	Filed	90203933	9/23/2020	Agilum Healthcare Intelligence, Inc.