

10/13/20

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CCH Incorporated

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3: Nature of conveyance/Execution Date(s) :

Execution Date(s): 9/22/2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Vendor Credentialing Service LLC

Street Address: 315 Capitol Street, Suite 100

City: Houston

State: Texas

Country: US Zip: 77002

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

4600968

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DUSAN CLARK

Internal Address: Sidley Austin LLP

Street Address: 2021 McKinney Ave.
Suite 2000

City: Dallas

State: TX Zip: 75201

Phone Number: 214 981 3483

Docket Number: 96664-10140

Email Address: dclark@sidley.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40 E

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: DA 10-1260

Authorized User Name: Sidley Austin / dusan

9. Signature:

Dusan Clark
Signature
Name of Person Signing

10/27/2020
Date

Total number of pages including cover sheet, attachments, and document: 6

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made and entered into as of September 22, 2020, between CCH Incorporated, a Delaware corporation ("Assignor"), and Vendor Credentialing Service LLC, a Texas limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 8, 2020 (the "Purchase Agreement");

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter set forth, Assignor and Assignee hereby agrees as follows:

1. Defined Terms. All capitalized terms set forth herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to: (a) the Intellectual Property Assets, including the trademark registrations and applications listed in the attached Exhibit A and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Intellectual Property Assets; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets; and (e) any and all claims and causes of action with respect to any of the Intellectual Property Assets, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be

otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Intellectual Property Assets and each part thereof.

4. Governing Law. This IP Assignment shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

5. Purchase Agreement. This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, expand, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

6. Benefits; Binding Effect. This IP Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

7. Counterparts. This IP Assignment may be executed in any number of counterparts (including by .pdf file exchanged via email or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

CCH INCORPORATED

By: Elizabeth Satin

Name: Elizabeth Satin

Title: Senior Vice President

ASSIGNEE:

VENDOR CREDENTIALING SERVICE LLC

By: _____

Name:

Title:

[Signature page to IP Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

CCH INCORPORATED

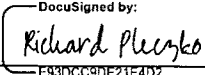
By: _____

Name: Elizabeth Satin

Title: Senior Vice President

ASSIGNEE:

VENDOR CREDENTIALING SERVICE LLC

By:  _____
E93DCC9DE21E4D2...

Name: Richard Pleczko

Title: Chief Executive Officer

[Signature page to IP Assignment]