

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PointClickCare Technologies Inc.		12/29/2020	Corporation: ONTARIO
Med Management Technology, LLC		12/29/2020	Limited Liability Company: IDAHO
Collective Medical Technologies, Inc.		12/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3516496	POINTCLICKCARE
Registration Number:	4678148	CARESUIE BY QUICKMAR
Registration Number:	4667039	CARESUIE BY QUICKMAR
Registration Number:	3517345	QUICKMAR
Registration Number:	4599673	COLLECTIVE MEDICAL
Registration Number:	4670503	COLLECTIVE MEDICAL TECHNOLOGIES
Registration Number:	4670501	CM COLLECTIVEMEDICAL TECHNOLOGIES
Registration Number:	4670504	C M
Registration Number:	4477211	EDIE
Registration Number:	4582651	PREMANAGE
Registration Number:	4630704	EMERGENCY DEPARTMENT INFORMATION EXCHANG

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/29/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 29, 2020 is made by PointClickCare Technologies Inc., a corporation organized under the laws of Ontario (“PCC”), Collective Medical Technologies, Inc., a Delaware corporation (“CMT”) and Med Management Technology, LLC, an Idaho limited liability company (“Med Management”), and together with PCC and CMT, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PointClickCare Corp., a corporation organized under the laws of Ontario, PCC (the “Lead Borrower”), PointClickCare Technologies USA Corp., a Delaware corporation (the “U.S. Co-Borrower”, and together with the Lead Borrower, the “Borrowers” and each, a “Borrower”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have jointly and severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Lead Borrower and its Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers and each other Grantor (as defined therein) party thereto from time to time have executed and delivered that certain U.S. Security Agreement, dated as of December 29, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to issue Letters of Credit for the account of the Lead Borrower and/or its Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Lead Borrower and/or its Restricted Subsidiaries, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor 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 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

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

5. 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.


6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

POINTCLICKCARE TECHNOLOGIES INC.,
as Grantor

By: 
Name: Paul Rybecky
Title: Chief Financial Officer

MED MANAGEMENT TECHNOLOGY, LLC,
as Grantor

By: 
Name: Paul Rybecky
Title: Chief Financial Officer

COLLECTIVE MEDICAL TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Paul Rybecky
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: *John D. Alexander*
Name: John D. Alexander
Title: Authorized Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

Owner	Registration No.	Trademark
PointClickCare Technologies Inc.	3516496	POINTCLICKCARE
		CARESUITE BY QUICKMAR (service mark)
Med Management Technology, LLC	4678148	
Med Management Technology, LLC	4667039	CARESUITE BY QUICKMAR
Med Management Technology, LLC	3517345	QUICKMAR
Collective Medical Technologies, Inc.	4599673	Collective Medical Technologies, Inc. (Logo)
Collective Medical Technologies, Inc.	4670503	Collective Medical Technologies, Inc. (Logo)
Collective Medical Technologies, Inc.	4670501	Technologies (Logo)
Collective Medical Technologies, Inc.	4670504	CM (Logo)
Collective Medical Technologies, Inc.	4477211	EDIE
Collective Medical Technologies, Inc.	4582651	PreManage
Collective Medical Technologies, Inc.	4630704	Department Information Exchange