

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Management Systems, Inc.		04/01/2021	Corporation: NEW YORK
HMS Holdings Corp.		04/01/2021	Corporation: DELAWARE
Permedion, Inc.		04/01/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	HPS INVESTMENT PARTNERS, LLC
Street Address:	40 West 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	6084432	
Registration Number:	3982231	CLAIMS INTEGRITY MATTERS.
Registration Number:	3955539	CLAIMS INTEGRITY MATTERS.
Registration Number:	3429017	COBMANAGER
Registration Number:	5587826	ELLI
Registration Number:	6181158	FRAUDCAPTURE
Registration Number:	5145414	HMS
Registration Number:	5085440	HMS
Registration Number:	5561705	HMS 360
Registration Number:	5561704	HMS 360
Registration Number:	4760471	HMS ELIGIBILITYSOURCE
Registration Number:	5496909	HMS FEDERAL
Registration Number:	5491840	HMS FEDERAL SOLUTIONS
Registration Number:	4392430	HMS INTEGRITYSOURCE
Registration Number:	2635885	INTEGRIGUARD
Registration Number:	2637786	OUTPATIENT CHARGE ANALYSIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2620140	PERMEDION
Registration Number:	6000129	SOLARIS
Registration Number:	5991228	SOLARIS PLUS
Registration Number:	5991229	SOLARISPLUS
Registration Number:	3870666	HDI
Serial Number:	90310101	HMS CARES
Serial Number:	90310105	HMS CARES

CORRESPONDENCE DATA

Fax Number: 2138924738

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: (424) 386-4000

Email: marnold@milbank.com, dcip@milbank.com

Correspondent Name: MONICA ARNOLD

Address Line 1: 2029 CENTURY PARK EAST, 33RD FLOOR

Address Line 2: MILBANK LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90067-3019

ATTORNEY DOCKET NUMBER:	45447.00009
NAME OF SUBMITTER:	Monica Arnold
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	04/02/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of April 1, 2021 (this “**Trademark Security Agreement**”), by Health Management Systems, Inc., a New York corporation, HMS Holdings Corp., a Delaware corporation and Permedion, Inc., a New York corporation (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Gainwell Holding Corp. (f/k/a Milano Holding Corp.), a Delaware corporation (“**Holdings**”), Gainwell Acquisition Corp. (f/k/a Milano Acquisition Corp.), a Delaware corporation (“**Gainwell**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

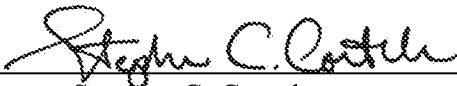
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

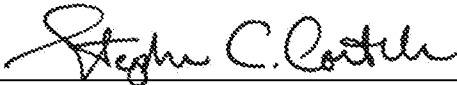
Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

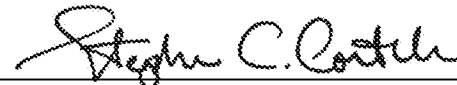
HMS HOLDINGS CORP.

By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

HEALTH MANAGEMENT SYSTEMS, INC.

By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

PERMEDION, INC.





By: 
Name: Stephen C. Costalas
Title: General Counsel & Secretary

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: Mark Rubenstein
Title: Managing Director


Schedule I
Trademark Registrations and Use Applications

Registrations:

TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
 (Ribbon Logo)	Health Management Systems, Inc.	6084432
CLAIMS INTEGRITY MATTERS	Health Management Systems, Inc.	3982231
CLAIMS INTEGRITY MATTERS (stylized) 	Health Management Systems, Inc.	3955539
COBMANAGER (Supplemental Register)	Health Management Systems, Inc.	3429017
ELLI	Health Management Systems, Inc.	5587826
FRAUDCAPTURE	Health Management Systems, Inc.	6181158
HMS	Health Management Systems, Inc.	5145414
HMS (and Design) 	Health Management Systems, Inc.	5085440
HMS 360	Health Management Systems, Inc.	5561705
HMS 360 (and Design) 	Health Management Systems, Inc.	5561704
HMS ELIGIBILITY SOURCE	Health Management Systems, Inc.	4760471
HMS FEDERAL	Health Management Systems, Inc.	5496909
HMS FEDERAL SOLUTIONS	Health Management Systems, Inc.	5491840

TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
HMS INTEGRITY SOURCE	Health Management Systems, Inc.	4392430
INTEGRIGUARD	HMS Holdings Corp.	2635885
OUTPATIENT CHARGE ANALYSIS (Supplemental Register)	Health Management Systems, Inc.	2637786
PERMEDION	Permedion, Inc.	2620140
SOLARIS	Health Management Systems, Inc.	6000129
SOLARIS PLUS	Health Management Systems, Inc.	5991228
SOLARISPLUS (and Design) 	Health Management Systems, Inc.	5991229
	Health Management Systems, Inc.	3870666

Applications:

TITLE	OWNER	APPLICATION NUMBER
HMS CARES	Health Management Systems, Inc.	Pending; App. No. 90/310101
HMS CARES (and Design) 	Health Management Systems, Inc.	Pending; App. No. 90/310105