

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Systems & Technologies, LLC		01/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Collateral Agent		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97032432	HST CASE COORDINATION	
Serial Number:	97032449		
Serial Number:	97022119	HST	
Serial Number:	97022131	HST PATHWAYS	
Serial Number:	97022154	HST ECHART	
Serial Number:	97022167	HST ONE	
Serial Number:	97022176	HST PRACTICE MANAGEMENT	
Serial Number:	97022188	SIMPLE ADMIT	
Serial Number:	97022220	HST ESSENTIALS	
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:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

OP \$240.00 97032432

ATTORNEY DOCKET NUMBER:	058423-0055
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	01/24/2023
Total Attachments: 5 source=HST - 2L - Trademark Security Agreement [Executed] (01.23.2023)#page1.tif source=HST - 2L - Trademark Security Agreement [Executed] (01.23.2023)#page2.tif source=HST - 2L - Trademark Security Agreement [Executed] (01.23.2023)#page3.tif source=HST - 2L - Trademark Security Agreement [Executed] (01.23.2023)#page4.tif source=HST - 2L - Trademark Security Agreement [Executed] (01.23.2023)#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 23, 2023 (this “Agreement”), is made by Healthcare Systems & Technologies, LLC, a Delaware limited liability company (the “Grantor”), in favor of TC Lending, LLC, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of January 23, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among BCTO ACE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), BCTO ACE PURCHASER, INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and TC LENDING, LLC, as the Administrative Agent and the Collateral Agent, the Lenders have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of January 23, 2023 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are 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 their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, each Grantor hereby agrees with the Collateral Agent, for the benefit of 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 Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property:

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office 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 such “intent to use” Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

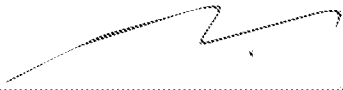
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

HEALTHCARE SYSTEMS & TECHNOLOGIES, LLC,
as a Grantor

By: 
Name: David Thawley
Title: Chief Executive Officer

TC LENDING, LLC
as the Collateral Agent



By: _____


Name: Robert (Bo) Stanley

Title: President

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Trademark Applications:

Owner	Mark	Application No.	Application Date	Status
Healthcare Systems & Technologies, LLC	HST CASE COORDINATION	97032432	9/17/2021	Pending
Healthcare Systems & Technologies, LLC	Design Only 	97032449	9/17/2021	Pending
Healthcare Systems & Technologies, LLC	HST	97022119	9/10/2021	Pending
Healthcare Systems & Technologies, LLC	HST PATHWAYS	97022131	9/10/2021	Pending
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