

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeBBS Healthcare Solutions Inc.		02/16/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	95 Washington Street		
Internal Address:	Floor 2 South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5164497	GEBBS	
Registration Number:	5145481	IP2P	
Registration Number:	5145482	IAR	
Registration Number:	5150089	FLEXCODE	
Registration Number:	5258960	ICODE ASSURANCE	
Registration Number:	5299161	ICODE	
Registration Number:	5258961	ICODE	
Registration Number:	6423779	ICRA WORKFLOW	
Registration Number:	6328144	ICODE WORKFLOW	
Registration Number:	6621345	ICAE INTEGRATED COGNITIVE ANALYTICAL ENG	
Registration Number:	5020285	PROCODER	
Registration Number:	4233008	PROAUDITOR	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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:	3055790812		
Email:	marcosm@gtlaw.com		

CH \$315.00 5164497

Correspondent Name: Manuel R. Valcarcel
Address Line 1: 333 S.E. 2nd Avenue, 44th Floor
Address Line 2: Greenberg Traurig, P.A.
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Manuel Valcarcel, Esq.

SIGNATURE: /Manuel Valcarcel/

DATE SIGNED: 02/18/2023

Total Attachments: 8

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page1.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page2.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page3.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page4.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page5.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page6.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page7.tif

source=Trademark Security Agreement GeBBS Healthcare Solutions Inc and HSBC Bank USA Feb 16, 2023#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of February 16, 2023, by GeBBS Healthcare Solutions Inc., a New Jersey corporation (the “Grantor”), in favor of HSBC Bank USA, National Association, a national banking association (together with its participants, successors and assigns, the “Secured Party”).

Recitals

A. The Grantor, the other Loan Parties, as defined therein, and the Secured Party are parties to that certain Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantor has pledged, assigned and granted to the Secured Party a first-priority security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Obligations.

C. Pursuant to the terms of the Loan Agreement, the Grantor is required to execute and deliver to the Secured Party this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Loan Agreement and the other Loan Documents, the Grantor hereby grants to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following (the “IP Collateral”), whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

provided, in no event shall the IP Collateral include any Excluded Property.

The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Loan Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each of the Grantor and the Secured Party. No failure or delay by the Secured Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have.

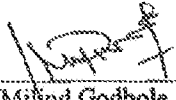
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement emailed in .pdf format or by any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The parties agree and consent to the use of electronic signatures solely for the purposes of executing this Agreement or any related transactional document (including any amendments thereto). Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

Signature page follows.

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

GENRS HEALTHCARE SOLUTIONS INC.,
a New Jersey corporation, as Grantor

By: 
Name: Milind Godbole
Title: President

HSBC BANK USA, NATIONAL ASSOCIATION,
a national banking association, as Secured Party

By: _____
Name: Praveen Ray
Title: Senior Corporate Relationship Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007975 FRAME: 0856

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

GEBBS HEALTHCARE SOLUTIONS INC.,
a New Jersey corporation, as Grantor

By: _____
Name: Milind Godbole
Title: President

HSBC BANK USA, NATIONAL ASSOCIATION,
a national banking association, as Secured Party

By: _____
Name: Praveen Ray
Title: Senior Corporate Relationship Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007975 FRAME: 0857

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARK APPLICATIONS

N/A

TRADEMARKS

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
GeBBS	GeBBS	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5164497	87080287	21-Mar-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iP2P	iP2P	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5145481	87080498	21-Feb-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iAR	iAR	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5145482	87080522	21-Feb-17	22-Jun-2016	United States Patent and Trademark

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
								Office (USPTO) under United States Code (USC).
FlexCode	FlexCode	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5150089	87080468	28-Feb-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode Assurance	iCode Assurance	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5258960	87080428	8-Aug-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode	iCode	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5299161	87080304	3-Oct-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
iCode logo	iCode logo	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5258961	87080483	8-Aug-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCRA Workflow	iCRA Workflow	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	6423779	90146157	20-Jul-2021	28-Aug-20	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode Workflow	iCode Workflow	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	6328144	90146118	20-Apr-2021	28-Aug-20	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCAe INTEGRATED	iCAe INTEGRATED	GeBBS Healthcare	GeBBS Healthcare	6621345	90563365	18-Jan-2022	5-Mar-21	United States

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
COGNITIVE ANALYTICAL ENGINE	COGNITIVE ANALYTICAL ENGINE	Solutions, Inc.	Solutions, Inc.					Patent and Trademark Office (USPTO) under United States Code (USC).
PROCODER	PROCODER	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	5020285	86665506	16-Aug-2016	17-Jun-2015	United States Patent and Trademark Office (USPTO) under United States Code (USC).
PROAUDITOR	PROAUDITOR	GeBBS Healthcare Solutions, Inc.	GeBBS Healthcare Solutions, Inc.	4233008	85542629	30-Oct-2012	14-Feb-2012	United States Patent and Trademark Office (USPTO) under United States Code (USC).

TRADEMARK LICENSES

N/A

TRADEMARK

REEL: 007975 FRAME: 0861

RECORDED: 02/18/2023