

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN ACADEMY HOLDINGS, LLC		10/24/2023	Limited Liability Company: NORTH CAROLINA
CODING INSTITUTE, LLC		10/24/2023	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FREEDOM 3 CAPITAL, LLC		
<b>Street Address:</b>	12 East 49th Street, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97770910		
<b>Serial Number:</b>	97799959	ANESTHESIA CODING ALERT	
<b>Registration Number:</b>	3634417		
<b>Registration Number:</b>	6493758	CERTIFIED DOCUMENTATION EXPERT INPATIENT	
<b>Registration Number:</b>	6768686	CERTIFIED HOSPITAL CODER - BRAZIL (CHC-B	
<b>Registration Number:</b>	6760552	COPC	
<b>Serial Number:</b>	97799967	E/M CODING ALERT	
<b>Serial Number:</b>	97799966	ED CODING AND REIMBURSEMENT ALERT	
<b>Serial Number:</b>	97799969	GASTROENTEROLOGY CODING ALERT	
<b>Serial Number:</b>	97799970	GENERAL SURGERY CODING ALERT	
<b>Serial Number:</b>	97799971	HOME HEALTH & HOSPICE WEEK	
<b>Serial Number:</b>	97799974	ICD-10 CODING ALERT	
<b>Serial Number:</b>	97799976	MEDICARE COMPLIANCE & REIMBURSEMENT ALER	
<b>Serial Number:</b>	97799977	NEUROLOGY & PAIN MANAGEMENT CODING ALERT	
<b>Serial Number:</b>	97799979	NEUROSURGERY CODING ALERT	
<b>Serial Number:</b>	97799983	OB-GYN CODING ALERT	
<b>Serial Number:</b>	97799985	ONCOLOGY & HEMATOLOGY CODING ALERT	

OP \$815.00 97770910

Property Type	Number	Word Mark
Serial Number:	97799987	OPHTHALMOLOGY AND OPTOMETRY CODING ALERT
Serial Number:	97799988	ORTHOPEDIC CODING ALERT
Serial Number:	97799990	OTOLARYNGOLOGY CODING ALERT
Serial Number:	97799992	PATHOLOGY/LAB CODING ALERT
Serial Number:	97799994	PEDIATRIC CODING ALERT
Serial Number:	97799995	PODIATRY CODING & BILLING ALERT
Serial Number:	97799996	PRACTICE MANAGEMENT ALERT
Serial Number:	97799998	PRIMARY CARE CODING ALERT
Serial Number:	97800001	PULMONOLOGY CODING ALERT
Serial Number:	97800003	RADIOLOGY CODING ALERT
Serial Number:	97461231	REVENUE CYCLE MANAGEMENT SPECIALIST (RCM
Serial Number:	97800004	TECH & INNOVATION IN HEALTHCARE
Serial Number:	97800007	UROLOGY CODING ALERT
Registration Number:	5953279	SUPERCODER
Registration Number:	6248336	THE CODING INSTITUTE

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 2023704750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2159590
<b>NAME OF SUBMITTER:</b>	Monet Zaccarelli
<b>SIGNATURE:</b>	/Monet Zaccarelli/
<b>DATE SIGNED:</b>	10/30/2023

**Total Attachments: 10**

source=(Executed) AAPC\_-\_2L\_Supplemental\_Trademark\_Security\_Agreement#page1.tif  
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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “*Agreement*”), dated as of October 24, 2023, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the “*Borrower*”) and **CODING INSTITUTE, LLC**, a North Carolina limited liability company (together with the Borrower, the “*Grantors*” and each a “*Grantor*”), in favor of **FREEDOM 3 CAPITAL, LLC (“F3C”)**, located at 12 East 49th Street, 27th Floor, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, AAPC Holdings, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), F3C, as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantor have executed and delivered a Second Lien Security Agreement, dated as March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default

without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Collateral Agent, for the benefit of 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 Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

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

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. 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. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

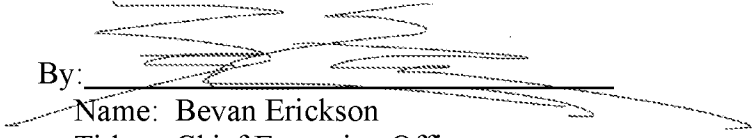
SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

**SECTION 8. WAIVER OF JURY TRIAL. THE GRANTORS AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE COLLATERAL AGENT AND EACH SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

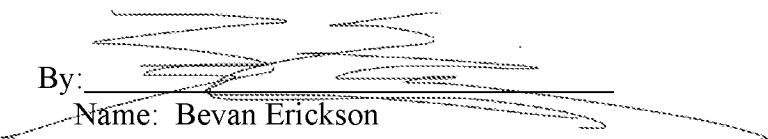
[Signature pages follow]

**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.

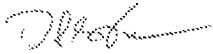
**AMERICAN ACADEMY HOLDINGS, LLC**,  
a North Carolina limited liability company,  
as Grantor

By:   
Name: Bevan Erickson  
Title: Chief Executive Officer

**CODING INSTITUTE, LLC**,  
a North Carolina limited liability company,  
as Grantor

By:   
Name: Bevan Erickson  
Title: Chief Executive Officer

**FREEDOM 3 CAPITAL, LLC**, as Collateral  
Agent

By:   
Name: Daniel S. Tamkin  
Title: Managing Member

**SCHEDULE A**

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE  
MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE  
MARK REGISTRATIONS**



<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Owner of Record</b>	<b>Country</b>
AAPC INDIA (LOGO)	4,339,527		AMERICAN ACADEMY HOLDINGS, LLC	INDIA
AAPC (LOGO)	97/770,910		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
ANESTHESIA CODING ALERT	97/799,959		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CARDIOLOGY CODING ALERT	77/578,994	3,634,417	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED DOCUMENTATION EXPERT INPATIENT (CDEI)	88/244,327	6,493,758	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED HOSPITAL CODER – BRAZIL (CHC-B)	88/882,454	6,768,686	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
CERTIFIED HOSPITAL CODER – BRAZIL (CHC-B)	A0097085	1,553,289	AMERICAN ACADEMY HOLDINGS, LLC	BRAZIL
CLINICAL CODING PROFESSIONAL (CCP)	1,652,894	1,652,894	AMERICAN ACADEMY HOLDINGS, LLC	WIPO
<b>CLINICAL CODING PROFESSIONAL (CCP)</b>	1,652,894		AMERICAN ACADEMY HOLDINGS, LLC	BRAZIL VIA WIPO
<b>CLINICAL CODING PROFESSIONAL (CCP)</b>	1,652,894		AMERICAN ACADEMY HOLDINGS, LLC	PHILIPPINES VIA WIPO
<b>CLINICAL CODING PROFESSIONAL (CCP)</b>	355587	1443037739	AMERICAN ACADEMY HOLDINGS, LLC	SAUDI ARABIA

<b>COPC</b>	87/420,264	6,760,552	AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
E/M CODING ALERT	97/799,967		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
ED CODING & REIMBURSEMENT ALERT	97/799,966		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
GASTROENTEROLOGY CODING ALERT	97/799,969		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
GENERAL SURGERY CODING ALERT	97/799,970		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
HOME HEALTH & HOSPICE WEEK CODING ALERT	97/799,971		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
ICD-10 CODING ALERT	97/799,974		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
MEDICARE COMPLIANCE & REIMBURSEMENT ALERT	97/799,976		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
NEUROLOGY & PAIN MANAGEMENT CODING ALERT	97/799,977		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
NEUROSURGERY CODING ALERT	97/799,979		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
OB/GYN CODING ALERT	97/799,983		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
ONCOLOGY & HEMATOLOGY CODING ALERT	97/799,985		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

OPHTHALMOLOGY AND OPTOMETRY CODING ALERT	97/799,987		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
ORTHOPEDIC CODING ALERT	97/799,988		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
OTOLARYNGOLOGY CODING ALERT	97/799,990		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PATHOLOGY/LAB CODING ALERT	97/799,992		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PEDIATRIC CODING ALERT	97/799,994		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PODIATRY CODING & BILLING ALERT	97/799,995		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PRACTICE MANAGEMENT ALERT	97/799,996		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PRIMARY CARE CODING ALERT	97/799,998		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
PULMONOLOGY CODING ALERT	97/800,001		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
RADIOLOGY CODING ALERT	97/800,003		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
REVENUE CYCLE MANAGEMENT SPECIALIST (RCMS)	97/461,231			
TECH & INNOVATION IN HEALTHCARE	97/800,004		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES

UROLOGY CODING ALERT	97/800,007		AMERICAN ACADEMY HOLDINGS, LLC	UNITED STATES
SUPER CODER	88/284,760	59/53,279	Coding Institute, LLC	UNITED STATES
THE CODING INSTITUTE	88/292,923	6,248,336	Coding Institute, LLC	UNITED STATES

**DOMAIN NAME REGISTRATIONS**

<b>Domain</b>
AAPC.AI
AAPCBUSINESS.COM
AAPC-MARKETING.COM
AAPC-RD.COM
ASCENDBYAAPC.AI
ASCENDBYAAPC.COM
ASCENDERENTERPRISE.AI
ASCENDPRO.AI
CHILLTOWNWORLDWIDE.COM
CODINGGUIDES.COM
CODINGHANDBOOKS.COM
CODINGINSTITUTEINFO.COM
POSTACUTECARES.COM
TCIALERTS.COM
TCIBOOK.COM
TCIBOOKS.COM
TCICODEBOOKS.COM
TCICODING.COM
TCIENEWLETTERS.COM
TCIHANDBOOKS.COM
TCINEWSLETTERS.COM
TCISOCIALMEDIA.COM
TCIUPDATES.COM