

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI141220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust, as collateral agent		03/19/2024	Trust: DELAWARE
RECEIVING PARTY DATA			
Company Name:	OHA Agency LLC, as successor collateral agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	90610181	AUDIT STUDIO	
Serial Number:	85713781	CLAIMSSURE	
Serial Number:	85711230	MYHEALTHBUTTON	
Serial Number:	85651353	CNSI	
Serial Number:	78480249	RULEIT	
Serial Number:	78299684	ECAMS	
Serial Number:	76058466	AS ONE	
Serial Number:	87270133	EVOBRIX POWERED BY CNSI	
Serial Number:	87240425	EVOBRIX	
Serial Number:	86698818	MC-TRACK	
Serial Number:	86277419	EQCARE	
Serial Number:	85116616	EQSUITE	
Serial Number:	78531340	RXPART	
Serial Number:	76558900	RXEXPLORER	
Serial Number:	86907711	INTELLIGENT VALUE	
Serial Number:	86907662	K KEPRO	
Serial Number:	88763286	KEPRO	

CH \$765.00.00 90610181

Property Type	Number	Word Mark
Serial Number:	85904015	KEPRO
Serial Number:	87803573	ESPYR
Serial Number:	87307075	ESPYR
Serial Number:	87307084	ESPYR
Serial Number:	88703154	FIT TO PASS
Serial Number:	90676988	MYNDFUL
Serial Number:	88441822	REALYZE
Serial Number:	97205512	REBUILT BY ESPYR
Serial Number:	87459328	SPOTLIGHT
Serial Number:	87459320	TALKNOW
Serial Number:	87459315	TALKNOW
Serial Number:	90610123	HEALTHBEAT
Serial Number:	98043881	LEAD

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: 2028357507

Email: JRamos@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	39092.00055
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS
DATE SIGNED:	04/08/2024

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of March 19, 2024 (the “**Effective Date**”), is by and among MidCap Financial Trust (the “**Existing Agent**”), in its capacity as collateral agent under the Credit Agreement (as defined below) and OHA Agency LLC (the “**Successor Agent**”), in its capacity as successor collateral agent for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 17, 2021 (as amended by that certain Amendment No. 1, dated as of December 1, 2022, as amended by that certain Amendment No. 2, dated as of December 29, 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time immediately prior to the date hereof, the “**Credit Agreement**”; the Credit Agreement, as amended by that certain Amendment No. 3, dated as of the date hereof (the “**Third Amendment**”), and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended Credit Agreement**”), by and among Mercury Midco Holdings, Inc., a Delaware corporation (“**Holdings**”), Mercury Buyer, Inc., a Delaware corporation (“**Intermediate Holdings**”), Acentra Holdings, LLC (formerly known as CNSI Holdings, LLC), a Delaware limited liability company (the “**Borrower**”), the Existing Agent (prior to giving effect to the Third Amendment), each L/C Issuer from time to time party thereto and each Lender from time to time party thereto.

Reference is also made to (i) that certain Intellectual Property Security Agreement, dated as of December 17, 2021 and recorded on December 29, 2021 with the United States Patent and Trademark Office at Reel/Frame No. 7544/0492 (the “**2021 Intellectual Property Security Agreement**”), between Acentra Health LLC (formerly known as Client Network Services, LLC) (“**Acentra Health**”) and the Existing Agent, pursuant to which Acentra Health has granted to the Existing Agent a security interest in all of Acentra Health’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto, (ii) that certain Intellectual Property Security Agreement, dated as of December 1, 2022, and recorded on December 6, 2022 with the United States Patent and Trademark Office at Reel/Frame No. 7920/0819 and recorded on December 9, 2022 with the United States Copyright Office at Volume/Doc.No. 15011/782 (the “**2022 Intellectual Property Security Agreement**”), among the grantors party thereto (collectively, the “**2022 Grantors**”) and the Existing Agent, pursuant to which the 2022 Grantors have granted to the Existing Agent a security interest in all of the 2022 Grantors’ right, title and interest in, to and under the Trademarks and Copyrights, including the Trademarks and Copyrights set forth on Schedule A attached hereto and (iii) that certain Intellectual Property Security Agreement, dated as of December 29, 2023 (the “**2023 Intellectual Property Security Agreement**”, and together with the 2021 Intellectual Property Security Agreement and the 2022 Intellectual Property Security Agreement, the “**Intellectual Property Security Agreements**”), pursuant to which EAP Consultants, LLC (“**EAP**”, and together with Acentra Health and the 2022 Grantors, the “**Grantors**”) has granted to the Existing Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto .

Whereas, the Existing Agent, the Successor Agent, the Borrower, Holdings, Intermediate Holdings, each other Loan Party have entered into the Third Amendment, pursuant to which the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Successor Agent has been appointed as successor Administrative Agent and successor Collateral Agent under the Amended Credit Agreement and the other Loan Documents; and

Whereas, as of the Effective Date, pursuant to the terms of the Third Amendment, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Credit Agreement and the other Loan Documents and the Successor Agent accepts all such Liens and security interests, for its benefit and for the benefit of the Secured Parties:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Intellectual Property Security Agreements shall have the meanings given to such terms in the Intellectual Property Security Agreements and capitalized terms not otherwise defined shall have the meanings ascribed to them in the Amended Credit Agreement.

2. Assignment of Security Interest in Intellectual Property. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns and transfers to the Successor Agent for the benefit of the Secured Parties all right, title and interest in and to all security interests and liens on the Trademarks and Copyrights granted to the Existing Agent, including, without limitation, all of the Existing Agent's security interests and liens (including pursuant to the Intellectual Property Security Agreements) on the Trademarks and Copyrights identified on Schedule A hereto, together with all goodwill associated therewith (the "**Assignment**").

3. Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to evidence the Assignment. This Assignment is provided in connection with the Third Amendment and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Third Amendment, the terms of the Third Amendment shall control.

4. Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the reasonable sole expense of Holdings and the Grantors, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Assignment of Intellectual Property Security Agreement.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

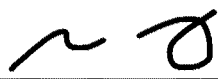
[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

MIDCAP FINANCIAL TRUST,
as Existing Agent

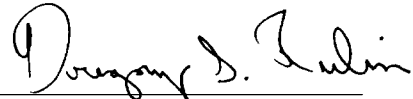
By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its general
partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

OHA AGENCY LLC,
as Successor Agent

By: Oak Hill Advisors, L.P., its managing member

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

SCHEDULE A



Intellectual Property Collateral




Patents

None

Trademarks

Registrations

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
AUDIT STUDIO AUDIT STUDIO	90610181 29-MAR-2021	6668884 8-MAR-2022	Registered	Client Network Services, LLC DBA CNSI
CLAIMSSURE CLAIMSSURE	85713781 27-AUG-2012	4280020 22-JAN-2013	Registered	Client Network Services, LLC DBA CNSI
MYHEALTHBU TTON 	85711230 23-AUG-2012	4280016 22-JAN-2013	Registered	Client Network Services, LLC DBA CNSI
CNSI CNSI	85651353 13-JUN-2012	4413085 08-OCT-2013	Registered	Client Network Services, LLC DBA CNSI
RULEIT RuleIT	78480249 08-SEP-2004	3115171 11-JUL-2006	Renewed (Registered)	Client Network Services, LLC
ECAMS	78299684 12-SEP-2003	2913013 21-DEC-2004	Renewed (Registered)	Client Network Services, LLC
AS ONE 	76058466 30-MAY-2000	2718408 27-MAY-2003	Renewed (Registered)	Client Network Services, LLC

EVOBRIX POWERED BY CNSI 	87270133 15-DEC-2016	5260356 08-AUG-2017	Registered	Client Network Services, LLC DBA CNSI
EVOBRIX evoBrix	87240425 17-NOV-2016	5227925 20-JUN-2017	Registered	Client Network Services, LLC DBA CNSI
MC-TRACK MC-TRACK	86698818 20-JUL-2015	4940638 19-APR-2016	Registered	Client Network Services, LLC
EQCARE	86277419 09-MAY-2014	4663024 30-DEC-2014	Registered	EQHEALTH SOLUTIONS, LLC
EQSUITE	85116616 26-AUG-2010	4133891 01-MAY-2012	Registered	EQHEALTH SOLUTIONS, LLC
RXPART	78531340 13-DEC-2004	3054117 31-JAN-2006	Registered	HEALTH INFORMATION DESIGNS, LLC
RXEXPLORER	76558900 13-NOV-2003	2917022 11-JAN-2005	Registered	HEALTH INFORMATION DESIGNS, LLC
INTELLIGENT VALUE	86907711 15-FEB-2016	5194039 02-MAY-2017	Registered	KEYSTONE PEER REVIEW ORGANIZATION, INC.
K KEPRO and Design 	86907662 15-FEB-2016	5076825 08-NOV-2016	Registered	KEYSTONE PEER REVIEW ORGANIZATION, INC.
KEPRO	88763286 17-JAN-2020	6406373 06-JUL-2021	Registered	KEYSTONE PEER REVIEW ORGANIZATION, INC.
KEPRO (Stylized) 	85904015 15-APR-2013	4482633 11-FEB-2014	Registered	KEYSTONE PEER REVIEW ORGANIZATION, INC.
ESPYR	87803573	5570277	Registered	EAP Consultants, LLC
ESPYR	87307075	5449520	Registered	EAP Consultants, LLC
ESPYR	87307084	5356454	Registered	EAP Consultants, LLC
FIT TO PASS	88703154	6123211	Registered	EAP Consultants, LLC
MYNDFUL	90676988	6735562	Registered	EAP Consultants, LLC
REALYZE	88441822	6125707	Registered	EAP Consultants, LLC
REBUILT BY ESPYR	97205512	7135721	Registered	EAP Consultants, LLC
SPOTLIGHT	87459328	5628738	Registered	EAP Consultants, LLC
TALKNOW	87459320	5675955	Registered	EAP Consultants, LLC
TALKNOW	87459315	5675954	Registered	EAP Consultants, LLC

Trademarks

Applications

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
HEALTHBEAT HEALTHBEAT	90610123 29-MAR-2021	---	Pending	Client Network Services, LLC DBA CNSI
LEAD	98043881 15-JUN-2023	--	Pending	EAP Consultants, LLC

Copyrights

Title	Registration Number	Registration Date	Owner
Peer review and the rights of the Medicare patient.	TX0002539331	17-Jan-1989	KePRO (Keystone Peer Review Organization, Inc.)
Minnesota Medicaid drug utilization review program: member selection committee, operations and procedures manual.	TXu000004643	9-Jun-1978	Health Information Designs, Inc
Durections : exploring new concepts in drug utilization review / [editor, Michele Shaw, managing editor, Anne-Marie Tristan].	TX0001108572	19-Apr-1983	Health Information Designs, Inc
APS CareConnection	TXu001004352	05-JUN-2001	APS Healthcare Bethesda, Inc.
CMC2	TX0004684112	03-NOV-1997	Innovative Resource Group, LLC
CMC3	TX0004701609	31-OCT-1997	Innovative Resource Group, LLC
Manage the business as well as the care	TXu000900755	10-NOV-1998	Innovative Resource Group, LLC
DURbase II.	TX0004953695	25-Mar-1999	Health Information Designs, Inc.