

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1210733

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900852295		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cotiviti, Inc.		05/01/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	JPMorgan Chase Bank, N.A., as collateral agent		
<b>Street Address:</b>	10 South Dearborn Street		
<b>Internal Address:</b>	Floor L2N		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2845364	A HEALTHY DISCUSSION	
<b>Registration Number:</b>	2284476	ACCENT	
<b>Registration Number:</b>	5167623	AUDIT LINK	
<b>Registration Number:</b>	6404885	CASPIAN CLARITY	
<b>Registration Number:</b>	3806407	CHART NAVIGATOR	
<b>Registration Number:</b>	2898160	CLAIMSPUS	
<b>Serial Number:</b>	98360802	CODEWISE	
<b>Registration Number:</b>	5214558	COTIVITI	
<b>Registration Number:</b>	5556103		
<b>Registration Number:</b>	5556102		
<b>Registration Number:</b>	7308411	COTIVITI	
<b>Registration Number:</b>	3314788	DECIPHER	
<b>Registration Number:</b>	2416757	DXCG	
<b>Registration Number:</b>	3128298	ELIZA	
<b>Registration Number:</b>	5289550	ELIZA	
<b>Registration Number:</b>	5479451	ELIZA	
<b>Registration Number:</b>	3049377	ELIZA	

Property Type	Number	Word Mark
Registration Number:	5587826	ELLI
Serial Number:	97638208	HEALTHPROMPT
Serial Number:	97626882	
Serial Number:	97626886	
Registration Number:	2635885	INTEGRIGUARD
Registration Number:	3917640	NUCLEUS
Serial Number:	98252817	PAYMENT CLARITY
Registration Number:	3956664	RAPIDRETRIEVE
Registration Number:	3972486	RAPIDREVIEW
Registration Number:	3314787	RETRIEVER
Registration Number:	4838661	RISK-READINESS
Registration Number:	2817012	RISKSMART
Registration Number:	5145294	
Registration Number:	5132360	ROWDMAP
Registration Number:	2522512	RXGROUPS
Registration Number:	2438562	STARS
Registration Number:	3094579	STARSENTINEL
Registration Number:	5297703	VERSCEND
Registration Number:	6036780	VITREOS
Registration Number:	6036781	VITREOSHEALTH
Registration Number:	6818809	ZERO HOUR ALERTS

**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:** (212)318-6000  
**Email:** JeffreyNegron@PaulHastings.com  
**Correspondent Name:** Jeffrey M. Negron  
**Address Line 1:** Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Mitchell Garrett
<b>SIGNATURE:</b>	Mitchell Garrett
<b>DATE SIGNED:</b>	05/03/2024

**Total Attachments: 7**  
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 1, 2024, is made by Cotiviti, Inc., a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of May 1, 2024, among Verscend Holding Corp., a Delaware corporation (“Holdings”), Compass I Borrower, Inc., a Delaware corporation (the “Initial Borrower”), immediately following the consummation of the Acquisition, Cotiviti, Inc., a Delaware corporation and successor by merger with the Initial Borrower (the “Borrower”), the several lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of May 1, 2024, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the 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 certain Intellectual Property, that is not Excluded Property.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the 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 the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. The Grantor hereby grants a Security Interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, in each case, that are not Excluded Property (including, without limitation, in, to and under those U.S. Trademark registrations and applications listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. 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 constitute one and the same instrument. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. 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 LAWS 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 duly authorized as of the day and year first above written.

**COTIVITI, INC.,** as a Grantor

By:   
Name: Emad Rizk  
Title: Chief Executive Officer and President

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent



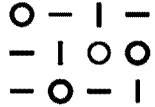

By:   
Name: Ling Li  
Title: Executive Director

Schedule A

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
A HEALTHY DISCUSSION	United States	76/190108	05-Jan-2001	2845364	25-May-2004	Cotiviti, Inc.
ACCENT (Stylized) 	United States	75/341263	14-Aug-1997	2284476	12-Oct-1999	Cotiviti, Inc.
AUDIT LINK	United States	86/842741	08-Dec-2015	5167623	21-Mar-2017	Cotiviti, Inc.
CASPIAN CLARITY	United States	88/922921	19-May-2020	6404885	29-Jun-2021	Cotiviti, Inc.
CHART NAVIGATOR	United States	77/857996	27-Oct-2009	3806407	22-Jun-2010	Cotiviti, Inc.
CLAIMSPPLUS	United States	78/205792	22-Jan-2003	2898160	26-Oct-2004	Cotiviti, Inc.
CODEWISE	United States	98/360802	17-Jan-2024			Cotiviti, Inc.
COTIVITI	United States	86/656908	09-Jun-2015	5214558	30-May-2017	Cotiviti, Inc.
Cotiviti Design (B&W) 	United States	86/765719	23-Sep-2015	5556103	04-Sep-2018	Cotiviti, Inc.
Cotiviti Design (Color) 	United States	86/765697	23-Sep-2015	5556102	04-Sep-2018	Cotiviti, Inc.
Cotiviti Design (Color) 	United States	97/626879	11-Oct-2022	7308411	20-Feb-2024	Cotiviti, Inc.
DECIPHER	United States	78/941138	31-Jul-2006	3314788	16-Oct-2007	Cotiviti, Inc.
DXCG	United States	75/478587	04-May-1998	2416757	02-Jan-2001	Cotiviti, Inc.
ELIZA	United States	76/341804	26-Nov-2001	3128298	15-Aug-2006	Cotiviti, Inc.
ELIZA	United States	87/304040	17-Jan-2017	5289550	19-Sep-2017	Cotiviti, Inc.



Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
ELIZA	United States	87/578449	22-Aug-2017	5479451	29-May-2018	Cotiviti, Inc.
ELIZA & Design 	United States	78/455822	23-Jul-2004	3049377	24-Jan-2006	Cotiviti, Inc.
ELLI	United States	87/643737	12-Oct-2017	5587826	16-Oct-2018	Cotiviti, Inc.
HEALTHPROMPT	United States	97/638208	19-Oct-2022			Cotiviti, Inc.
I O Color Motif (Purple Background) 	United States	97/626882	11-Oct-2022			Cotiviti, Inc.
I O Color Motif (White Background) 	United States	97/626886	11-Oct-2022			Cotiviti, Inc.
INTEGRIGUARD	United States	75/725658	09-Jun-1999	2635885	15-Oct-2002	Cotiviti GOV Services, LLC
NUCLEUS	United States	77/730797	06-May-2009	3917640	08-Feb-2011	Cotiviti, Inc.
PAYMENT CLARITY	United States	98/252817	02-Nov-2023			Cotiviti, Inc.
RAPIDRETRIEVE	United States	77/960668	16-Mar-2010	3956664	10-May-2011	Cotiviti, Inc.
RAPIDREVIEW	United States	77/960657	16-Mar-2010	3972486	07-Jun-2011	Cotiviti, Inc.
RETRIEVER	United States	78/941137	31-Jul-2006	3314787	16-Oct-2007	Cotiviti, Inc.
RISK-READINESS	United States	86/579345	27-Mar-2015	4838661	20-Oct-2015	Cotiviti, Inc.
RISKSMART	United States	78/124174	25-Apr-2002	2817012	24-Feb-2004	Cotiviti, Inc.
Rowboat Design (In Color) 	United States	87/053337	28-May-2016	5145294	21-Feb-2017	Cotiviti, Inc.

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
ROWDMAP	United States	87/053336	28-May-2016	5132360	31-Jan-2017	Cotiviti, Inc.
RXGROUPS	United States	76/247053	26-Apr-2001	2522512	25-Dec-2001	Cotiviti, Inc.
STARS	United States	76/021327	10-Apr-2000	2438562	27-Mar-2001	Cotiviti, Inc.
STARSENTINEL	United States	76/290267	25-Jul-2001	3094579	23-May-2006	Cotiviti, Inc.
VERSCEND	United States	87/089704	30-Jun-2016	5297703	26-Sep-2017	Cotiviti, Inc.
VITREOS	United States	88/626857	23-Sep-2019	6036780	21-Apr-2020	Cotiviti, Inc.
VITREOSHEALTH	United States	88/626861	23-Sep-2019	6036781	21-Apr-2020	Cotiviti, Inc.
ZERO HOUR ALERTS	United States	90/844634	23-Jul-2021	6818809	16-Aug-2022	Cotiviti, Inc.