

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ACADEMY HOLDINGS, LLC		05/22/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as ADMINISTRATIVE AGENT		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	4728569	7ATLIS	
Registration Number:	4826812	7ATLIS	
Registration Number:	4699931	AAPC	
Registration Number:	4699934	AAPC	
Registration Number:	3829594	ASHIM	
Registration Number:	3638314	AMERICAN ACADEMY OF PROFESSIONAL CODERS	
Registration Number:	3833182	AMERICAN SOCIETY OF HEALTH INFORMATICS M	
Registration Number:	4831957	AUDICY	
Registration Number:	3634417		
Registration Number:	5176681	CANTA HEALTH	
Registration Number:	4921054	CCC	
Registration Number:	4921056	CEDC	
Registration Number:	4921057	CEMC	
Registration Number:	3924299	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO	
Registration Number:	3932946	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO	
Registration Number:	4460184	CERTIFIED PROFESSIONAL BILLER (CPB)	
Registration Number:	3417247	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3649262	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3417245	CERTIFIED PROFESSIONAL CODER	
TRADEMARK			

CH \$1115.00 4728569

Property Type	Number	Word Mark
Registration Number:	3874441	CERTIFIED PROFESSIONAL CODER IN DERMATOL
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR
Registration Number:	3556761	CIC
Registration Number:	3829595	CHISP
Registration Number:	3994534	
Registration Number:	3600034	CIRCC
Registration Number:	3687194	CIRCC
Registration Number:	3684188	CIRCC
Registration Number:	4923583	COC
Registration Number:	3375778	CPC
Registration Number:	3417246	CPC
Registration Number:	3880943	CPCD
Registration Number:	4285983	CPCO
Registration Number:	3375779	CPC-H
Registration Number:	3378238	CPC-H
Registration Number:	3378245	CPC-P
Registration Number:	3378243	CPC-P
Registration Number:	3913961	CPMA
Registration Number:	4315729	CPPM
Registration Number:	4838120	CRC
Registration Number:	4974942	H HEALTHICITY FIND SIMPLICITY
Registration Number:	4244872	PRACTICODE
Serial Number:	87133241	CAREERHEALTH
Serial Number:	87155609	HEALTHICITY
Serial Number:	87420264	COPC

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: AAPC-24046.015091

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED:	05/22/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 22nd day of May, 2017, by American Academy Holdings, LLC, a North Carolina limited liability company (“**Grantor**”), in favor of Capital One, National Association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 22, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 22, 2017, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

^{3.} Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN ACADEMY HOLDINGS, LLC

By: 

Name:

Its:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006065 FRAME: 0737

Agreed and Accepted
As of the Date First Written Above

CAPITAL ONE, NATIONAL ASSOCIATION, as
Administrative Agent

By: Laura S. DeAngelis

Name: **Laura S. DeAngelis**
Its: **Duly Authorized Signatory**

SCHEDULE 1

Trademark	Registration Number	Registration Date	Jurisdiction
7ATLIS & Design	4,728,569	4/28/2015	US
7ATLIS	4,826,812	10/6/2015	US
AAPC	4,699,931	3/10/2015	US
AAPC	4,699,934	3/10/2015	US
AAPC	1,278,759	10/15/2015	WIPO
AAPC	1,278,759	10/15/2015	Ext – Philippines
ASHIM	3,829,594	8/03/2010	US
AMERICAN ACADEMY OF PROFESSIONAL CODERS	3,638,314	6/16/2009	US
AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS	3,833,182	8/10/2010	US
AUDICY	4,831,957	10/13/2015	US
Caduceus, book and circle logo	3,634,417	6/9/2009	US
CANTA HEALTH	5176681	4/04/2017	US
CCC	4,921,054	3/22/2016	US
CEDC	4,921,056	3/22/2016	US
CEMC	4,921,057	3/22/2016	US
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	3,924,299	2/22/2011	US
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	3,932,946	3/15/2011	US
CERTIFIED PROFESSIONAL BILLER (CPB)	4,460,184	12/31/2013	US
CERTIFIED PROFESSIONAL CODER	3,417,247	4/29/2008	US
CERTIFIED PROFESSIONAL CODER	3,649,262	7/7/2009	US
CERTIFIED PROFESSIONAL CODER	3,417,245	4/29/2008	US
CERTIFIED PROFESSIONAL CODER	1625790	11/29/07	INDIA
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	3,874,441	11/9/2010	US
CERTIFIED PROFESSIONAL MEDICAL AUDITOR	3,596,815	3/24/2009	US
CIC	3,556,761	1/6/2009	US
CHISP	3,829,595	8/03/2010	US
Circle Design	3,994,534	7/12/2011	US
CIRCC	3,600,034	3/31/2009	US
CIRCC	3,687,194	9/22/2009	US
CIRCC	3,684,188	9/15/2009	US
COC	4,923,583	3/22/2016	US
CPC	965769	03/09/2011	INDIA

CPC	3,375,778	1/29/2008	US
CPC	3,417,246	4/29/2008	US
CPC	1,277,562	10/15/2015	WIPO
CPC	1,227,562	10/15/2015	Ext – Philippines
CPCD	3,880,943	11/23/2010	US
CPCO	4,285,983	2/5/2013	US
CPC-H	3,375,779	1/29/2008	US
CPC-H	3,378,238	2/5/2008	US
CPC-P	3,378,245	2/5/2008	US
CPC-P	3,378,243	2/5/2008	US
CPMA	3,913,961	2/1/2011	US
CPPM	4,315,729	4/9/2013	US
CRC	4,838,120	10/20/2015	US
H HEALTHICITY FIND SIMPLICITY and Design	4,974,942	6/7/2016	US
PRACTICODE	4,244,872	11/20/2012	US

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
CAREERHEALTH	87133241	8/10/2016	US
HEALTHICITY	87155609	8/30/2016	US
COPC	87420264	4/21/2017	US