

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433610

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H-Card, LLC		06/30/2017	Limited Liability Company: DELAWARE
V Financial Solutions, LLC		06/30/2017	Limited Liability Company: DELAWARE
Vendormate, Incorporated		06/30/2017	Corporation: GEORGIA
Global Healthcare Exchange, LLC		06/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as collateral agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3397144	H-CARD
Registration Number:	4060870	HAP-X
Registration Number:	4540065	EXPEDI-X
Registration Number:	4419822	V ENROLL
Registration Number:	4369740	V FINANCIAL SOLUTIONS, LLC
Registration Number:	3856174	NUVIA
Registration Number:	3681736	ONDEMAND AP
Registration Number:	3383645	GLOBAL HEALTH CARE EXCHANGE
Registration Number:	4200185	HEALTHCARE SUPPLY CLOUD
Registration Number:	3659021	GHX MISHARE
Registration Number:	3961029	GHX CONNECT PLUS
Registration Number:	3883578	GHX HEALTH CONNEXION
Registration Number:	2850295	GHX

OP \$565.00 3397144

Property Type	Number	Word Mark
Registration Number:	3462749	GHX
Registration Number:	3706460	G-FAX
Registration Number:	2852687	ALLSOURCE
Registration Number:	4775813	HEALTHNEXUS
Registration Number:	4880962	ONDEMAND AP
Registration Number:	3145107	VENDORMATE
Serial Number:	87071405	CLINICAL CONNEXION
Serial Number:	87337308	GHX EPAY
Registration Number:	5183472	ITEM CONNEXION

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171127 Lien2
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	07/03/2017

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 30, 2017, is made by Global Healthcare Exchange, LLC, a Delaware limited liability company, H-Card, LLC, a Delaware limited liability company, V Financial Solutions, LLC, a Delaware limited liability company and Vendormate, Incorporated, a Georgia corporation (each, a “Grantor”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), Commerce Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Parent (the “Merger Sub”), and, upon the consummation of the Acquisition (including the merger contemplated by the Acquisition Agreement), GHX Ultimate Parent Corporation, a Delaware corporation (the “Acquired Company” and, upon the merger contemplated in the Acquisition Agreement, the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, 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, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a Second Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Loans to the Borrower, each Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property and that are listed on Schedule A hereto, including the goodwill symbolized thereby (the “Trademark Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided

that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of such Grantor's "intent to use" such Trademarks will not be deemed to be Trademark Collateral prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a current assignment, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of 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.


4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

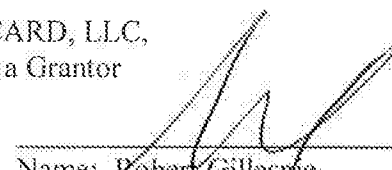
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

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.

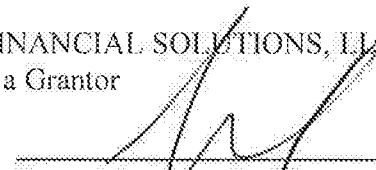
GLOBAL HEALTHCARE EXCHANGE,
LLC,
as a Grantor

By: 
Name: Robert Gillespie
Title: Chief Financial Officer

H-CARD, LLC,
as a Grantor

By: 
Name: Robert Gillespie
Title: Vice President and Treasurer

V FINANCIAL SOLUTIONS, LLC,
as a Grantor

By: 
Name: Robert Gillespie
Title: Vice President and Treasurer

VENDORMATE, INCORPORATED,
as a Grantor

By: 
Name: Robert Gillespie
Title: Vice President and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

ARES CAPITAL CORPORATION,
as the Collateral Agent

By:  _____

Name:

Title:

MICHAEL D. WEINER
AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]



[[3663000]]

TRADEMARK
REEL: 006097 FRAME: 0479

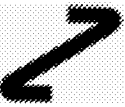


SCHEDULE A

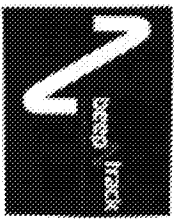

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registered Owner	Application. No.	Application Date	Registration. No.	Registration Date
H-CARD	H-Card, LLC	77/063,016	12/13/2006	3,397,144	03/18/2008
HAP-X	H-Card, LLC	85/023,135	04/26/2010	4,060,870	11/22/2011
EXPEDI-X	V Financial Solutions, LLC	85/926,364	05/08/2013	4,540,065	05/27/2014
V ENROLL (and Design)	V Financial Solutions, LLC	85/779,884	11/15/2012	4,419,822	10/15/2013
V FINANCIAL SOLUTIONS, LLC	V Financial Solutions, LLC	85/602,320	04/19/2012	4,369,740	07/16/2013
NUVIA	Global Healthcare Exchange, LLC	77/934,296	02/12/2010	3,856,174	10/05/2010
ONDEMAND AP	Global Healthcare Exchange, LLC	77/604,808	10/31/2008	3,681,736	09/08/2009
GLOBAL HEALTH CARE EXCHANGE	Global Healthcare Exchange, LLC	76/076,485	06/23/2000	3,383,645	02/19/2008
HEALTHCARE SUPPLY CLOUD	Global Healthcare Exchange, LLC	85/251,447	02/25/2011	4,200,185	08/28/2012

Trademark	Registered Owner	Application. No.	Application Date	Registration. No.	Registration Date
GHX MISHARE	Global Healthcare Exchange, LLC	77/444,772	04/10/2008	3,659,021	07/21/2009
GHX CONNECT PLUS	Global Healthcare Exchange, LLC	85/085,176	07/15/2010	3,961,029	05/17/2011
	Global Healthcare Exchange ¹	77/689,184	03/12/2009	3,883,578	11/30/2010
	Global Healthcare Exchange, LLC	76/471,430	11/21/2002	2,850,295	06/08/2004
GHX	Global Healthcare Exchange, LLC	76/130,042	09/18/2000	3,462,749	07/08/2008
G-FAX	Global Healthcare Exchange, LLC	77/525,014	07/17/2008	3,706,460	11/03/2009
ALLSOURCE	Global Healthcare Exchange, LLC	76/471,428	11/21/2002	2,852,687	06/15/2004

¹ Request to amend name of registered owner to “Global Healthcare Exchange, LLC” made on 03/01/2017.

Trademark	Registered Owner	Application. No.	Application Date	Registration. No.	Registration Date
	Global Healthcare Exchange, LLC	79/088,659	05/21/2010	4,004,597	08/02/2011
BEEP N TRACK	Global Healthcare Exchange, LLC	79/066,276	02/12/2009	4,058,038	11/22/2011
	Global Healthcare Exchange, LLC	79/066,492	02/12/2009	4,058,039	11/22/2011
	Global Healthcare Exchange, LLC	79/083,814	05/21/2010	4,075,720	12/27/2011

Trademark	Registered Owner	Application. No.	Application Date	Registration. No.	Registration Date
	Global Healthcare Exchange, LLC	79/088,661	05/21/2010	4,085,698	01/17/2012
HEALTHNEXUS	Global Healthcare Exchange, LLC	86/406,957	09/26/2014	4,775,813	07/21/2015
ONDEMAND AP	Global Healthcare Exchange, LLC	86/645,378	05/29/2015	4,880,962	1/5/2016
	Vendormate, Incorporated	78/719,580	09/23/2005	3,145,107	09/19/2006
CLINICAL CONNEXION	Global Healthcare Exchange, LLC	87/071,405	06/14/2016	N/A ²	N/A
GHX EPAY	Global Healthcare Exchange, LLC	87/337,308	02/15/2017	N/A	N/A
ITEM CONNEXION	Global Healthcare Exchange, LLC	87/071,395	06/14/2016	5,183,472	04/11/2017

² Statement of Use accepted.