

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDICAL KNOWLEDGE GROUP LLC		08/08/2017	Limited Liability Company: DELAWARE
81QD LLC		08/08/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 BETHESDA METRO CENTER
Internal Address:	SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5195118	TARGET REACH
Registration Number:	5012326	81QD
Registration Number:	5139980	ACUITY DATA SOLUTIONS
Registration Number:	5139979	MEI MEDICAL EXCHANGE INTERNATIONAL
Serial Number:	86868399	ORION PREDICTIVE ANALYTICS FOR RARE DISE
Serial Number:	86839169	SYNAPSE MEDICAL COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmillier@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

OP \$165.00 5195118

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	08/09/2017
Total Attachments: 5 source=Capital One_Medical Knowledge_SA_Trademarks#page1.tif source=Capital One_Medical Knowledge_SA_Trademarks#page2.tif source=Capital One_Medical Knowledge_SA_Trademarks#page3.tif source=Capital One_Medical Knowledge_SA_Trademarks#page4.tif source=Capital One_Medical Knowledge_SA_Trademarks#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Medical Knowledge Group LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as a “Credit Party”, the financial institutions from time to time party thereto as lenders (collectively, the “Lenders”), the Swing Lender and L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders, the Swing Lender and the L/C Issuers, the Lenders, the Swing Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee, and grant a Lien securing, the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swing Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swing Lender and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants, pledges and collaterally assigns to 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 the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

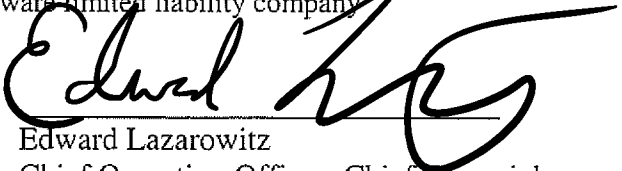
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

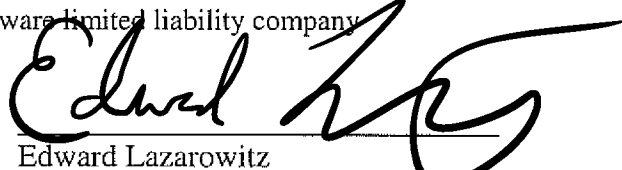
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDICAL KNOWLEDGE GROUP LLC,
a Delaware limited liability company

By: 
Name: Edward Lazarowitz
Title: Chief Operating Officer, Chief Financial Officer and Secretary

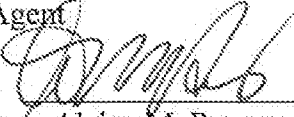
81QD LLC,

a Delaware limited liability company

By: 
Name: Edward Lazarowitz
Title: Chief Operating Officer, Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:


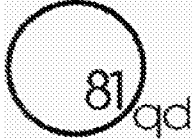
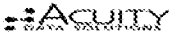

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Alaina M. Powers
Title: Its Duly Authorized Signatory


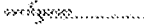
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Current Owner of Record	Serial No./ Filing Date	Registration No./ Registration Date
TARGET REACH & Design 	Medical Knowledge Group LLC	87173554 09/16/2016	5195118 05/02/2017
81QD & Design 	Medical Knowledge Group LLC	86839163 12/04/2015	5012326 08/02/2016
ACUITY DATA SOLUTIONS & Design 	Medical Knowledge Group LLC	86839168 12/04/2015	5139980 02/14/2017
MEI MEDICAL EXCHANGE INTERNATIONAL & Design 	Medical Knowledge Group LLC	86839167 12/04/2015	5139979 02/14/2017

2. TRADEMARK APPLICATIONS

Trademark	Current Owner of Record	Serial No./ Filing Date
ORION PREDICTIVE ANALYTICS FOR RARE DISEASES & Design 	81qd LLC	86868399 01/07/2016
SYNAPSE MEDICAL COMMUNICATIONS & Design 	Medical Knowledge Group LLC	86839169 12/04/2015

3. IP LICENSES

None.