

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Academy Holdings, LLC		12/15/2017	Limited Liability Company: NORTH CAROLINA
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:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
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:	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	
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR	
Registration Number:	3556761	CIC	
Registration Number:	3829595	CHISP	
TRADEMARK			

OP \$1065.00 4699931

Property Type	Number	Word Mark
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:	4244872	PRACTICODE
Serial Number:	87133241	CAREERHEALTH
Serial Number:	87420264	COPC
Serial Number:	87595255	CDEO
Serial Number:	87595258	CDEI
Serial Number:	87595262	CPMS
Registration Number:	3874441	CERTIFIED PROFESSIONAL CODER IN DERMATOL

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 01/12/2018

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), effective as of December 15, 2017, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the “**Borrower**” or the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, **AAPC HOLDINGS, LLC**, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **ARCC**, as administrative agent for the Lenders and the Collateral Agent, 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, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of December 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 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 Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and 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.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

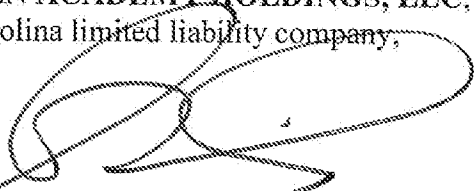
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. 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 LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature pages follow]

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.

AMERICAN ACADEMY HOLDINGS, LLC,
a North Carolina limited liability company,
as Grantor

By: 
Name: Greg E. Lindberg
Title: Manager

ARES CAPITAL CORPORATION,
a Maryland corporation
as Collateral Agent

By: _____
Name: _____
Title: _____

Mitchell Goldstein
Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks

Mark:	Jurisdiction	Owner of Record:	Reg. No.:	Reg. Date:
AAPC	US	American Academy Holdings, LLC	4,699,931	3/10/2015
AAPC	US	American Academy Holdings, LLC	4,699,934	3/10/2015
AAPC	WIPO	American Academy Holdings, LLC	1,278,759	10/15/2015
AAPC	Philippines	American Academy Holdings, LLC	1,278,759	10/15/2015
ASHIM	US	American Academy Holdings, LLC	3,829,594	8/03/2010
AMERICAN ACADEMY OF PROFESSIONAL CODERS	US	American Academy Holdings, LLC	3,638,314	6/16/2009
AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS	US	American Academy Holdings, LLC	3,833,182	8/10/2010
Caduceus, book and circle logo	US	American Academy Holdings, LLC	3,634,417	6/9/2009
CANTA HEALTH	US	American Academy Holdings, LLC	5176681	4/04/2017
CCC	US	American Academy Holdings, LLC	4,921,054	3/22/2016
CEDC	US	American Academy Holdings, LLC	4,921,056	3/22/2016

Mark:	Jurisdiction	Owner of Record:	Reg. No.:	Reg. Date:
CEMC	US	American Academy Holdings, LLC	4,921,057	3/22/2016
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	US	American Academy Holdings, LLC	3,924,299	2/22/2011
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	US	American Academy Holdings, LLC	3,932,946	3/15/2011
CERTIFIED PROFESSIONAL BILLER (CPB)	US	American Academy Holdings, LLC	4,460,184	12/31/2013
CERTIFIED PROFESSIONAL CODER	US	American Academy Holdings, LLC	3,417,247	4/29/2008
CERTIFIED PROFESSIONAL CODER	US	American Academy Holdings, LLC	3,649,262	7/7/2009
CERTIFIED PROFESSIONAL CODER	US	American Academy Holdings, LLC	3,417,245	4/29/2008
CERTIFIED PROFESSIONAL CODER	India	American Academy Holdings, LLC	1625790	11/29/07
CERTIFIED PROFESSIONAL MEDICAL AUDITOR	US	American Academy Holdings, LLC	3,596,815	3/24/2009
CIC	US	American Academy Holdings, LLC	3,556,761	1/6/2009
CHISP	US	American Academy Holdings, LLC	3,829,595	8/03/2010

Mark:	Jurisdiction	Owner of Record:	Reg. No.:	Reg. Date:
Circle Design	US	American Academy Holdings, LLC	3,994,534	7/12/2011
CIRCC	US	American Academy Holdings, LLC	3,600,034	3/31/2009
CIRCC	US	American Academy Holdings, LLC	3,687,194	9/22/2009
CIRCC	US	American Academy Holdings, LLC	3,684,188	9/15/2009
COC	US	American Academy Holdings, LLC	4,923,583	3/22/2016
CPC	India	American Academy Holdings, LLC	1625791	03/09/2011
CPC	US	American Academy Holdings, LLC	3,375,778	1/29/2008
CPC	US	American Academy Holdings, LLC	3,417,246	4/29/2008
CPC	WIPO	American Academy Holdings, LLC	1,277,562	10/15/2015
CPC	Philippines	American Academy Holdings, LLC	1,277,562	10/15/2015
CPC	India	American Academy Holdings, LLC	1,227,562	10/15/2015
CPCD	US	American Academy Holdings, LLC	3,880,943	11/23/2010
CPCO	US	American Academy Holdings, LLC	4,285,983	2/5/2013
CPC-H	US	American Academy Holdings, LLC	3,375,779	1/29/2008
CPC-H	US	American Academy Holdings, LLC	3,378,238	2/5/2008
CPC-P	US	American Academy Holdings, LLC	3,378,245	2/5/2008

Mark:	Jurisdiction	Owner of Record:	Reg. No.:	Reg. Date:
CPC-P	US	American Academy Holdings, LLC	3,378,243	2/5/2008
CPMA	US	American Academy Holdings, LLC	3,913,961	2/1/2011
CPPM	US	American Academy Holdings, LLC	4,315,729	4/9/2013
CRC	US	American Academy Holdings, LLC	4,838,120	10/20/2015
PRACTICODE	US	American Academy Holdings, LLC	4,244,872	11/20/2012

Trademark Applications

Mark:	Jurisdiction	Owner of Record:	Application Number:	Application Date:
CAREERHEALTH	US	American Academy Holdings, LLC	87133241	8/10/2016
COPC	US	American Academy Holdings, LLC	87420264	4/21/2017
CDEO	US	American Academy Holdings, LLC	87595255	9/04/2017
CDEI	US	American Academy Holdings, LLC	87595258	9/04/2017
CPMS	US	American Academy Holdings, LLC	87595262	9/04/2017

Abandoned U.S. Trademark Registrations and Applications

The following list reflects applications or registrations which were abandoned or otherwise cancelled. Neither Borrower nor any Guarantor makes any representation or warranty with respect to ownership, validity, enforceability, ability to grant a security interest in, infringement or lack of infringement of the marks reflected below, and expressly disclaims any and all representations and warranties with respect to such marks, whether in this Agreement, the Credit Agreement, the Security Agreement or otherwise.

Mark:	Jurisdiction	Applicant:	Reg. No.:	Status/Notes:*
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	US	American Academy Holdings, LLC	3,874,441	<i>This registration was cancelled on June 16, 2017 for failure to file an Affidavit of Use</i>

CPC	American Academy Holdings, LLC	Puerto Rico 9004	8/21//08
Certified Professional Coder	American Academy Holdings, LLC	Puerto Rico 9003	8/21/08

* Note: statuses are simply statements of status and notes taken from the U.S. Patent & Trademark Office, and are not an admission of any fact with regard to the marks or the application or registration therefore.