

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED & RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Medical Objects, Inc.		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3142888	INTELLIGENT MEDICAL OBJECTS	
Registration Number:	3894187	IT	
Registration Number:	4016441	CODE SCOUT	
Registration Number:	4955381	IHEALTH SEARCH	
Registration Number:	3532835	IHEALTH SEARCH	
Registration Number:	4310653	IMO	
Registration Number:	4310654	IMO	
Registration Number:	3592973	IEMR	
Registration Number:	4593802	IMO ANYWHERE	
Registration Number:	2453920	IMO	
Registration Number:	2530169	PIRX	
Registration Number:	2845067	INTELLIGENT MEDICAL OBJECTS	
Registration Number:	4692859	TERMINOLOGY FOR HEALTHCARE SOLUTIONS	
Registration Number:	4833637	IMO 2.0 01010101	
Registration Number:	4833636	IMO 2.0 AND THE NUMBERS 0 AND 1 REPEATED	
Registration Number:	5091733	IPL	
Registration Number:	5133947	DX TX RX HX	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 3142888

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	057121-0163
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	01/26/2018
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Total Attachments: 6

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AMENDED & RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2017 (this "Agreement"), among IMO Parent, Inc. and Intelligent Medical Objects, Inc. (each, a "Grantor") and Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended & Restated Credit Agreement dated as of December 22, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IMO PARENT, INC., a Delaware corporation ("Initial Holdings"), INTELLIGENT MEDICAL OBJECTS, INC., a Delaware corporation (the "Borrower"), the other GRANTORS from time to time party thereto and ANTARES CAPITAL LP, as the administrative agent, and (b) the Amended & Restated Collateral Agreement dated of December 22, 2017 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to each 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 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IMO PARENT, INC., as Grantor

By Charlotte Tart
Name: Charlotte Tart
Title: Secretary

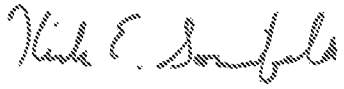
INTELLIGENT MEDICAL OBJECTS, INC., as Grantor

By Charlotte Tart
Name: Charlotte Tart
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006258 FRAME: 0930**

**ANTARES CAPITAL LP, as Collateral
Agent**

By 



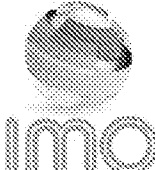
Name: Kirk Sonnefeld


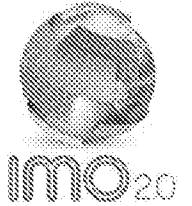
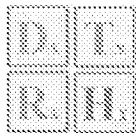
Title: Duly Authorized Signatory

Schedule I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
INTELLIGENT MEDICAL OBJECTS	3,142,888	09/12/2006	Intelligent Medical Objects, Inc.
	3,894,187	12/21/2010	Intelligent Medical Objects, Inc.
CODE SCOUT	4,016,441	8/23/2011	Intelligent Medical Objects, Inc.
IHEALTH SEARCH	4,955,381	5/10/2016	Intelligent Medical Objects, Inc.
IHEALTH SEARCH	3,532,835	11/11/2008	Intelligent Medical Objects, Inc.
	4,310,653	3/26/2013	Intelligent Medical Objects, Inc.
	4,310,654	3/26/2013	Intelligent Medical Objects, Inc.
iEMR	3,592,973	3/17/2009	Intelligent Medical Objects, Inc.
IMO ANYWHERE	4,593,802	08/26/2014	Intelligent Medical Objects, Inc.
IMO	2,453,920	05/22/2001	Intelligent Medical Objects, Inc.
PIRX	2,530,169	01/15/2002	Intelligent Medical Objects, Inc.
INTELLIGENT MEDICAL OBJECTS	2,845,067	05/25/2004	Intelligent Medical Objects, Inc.

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
TERMINOLOGY FOR HEALTHCARE SOLUTIONS	4,692,859	02/24/2015	Intelligent Medical Objects, Inc.
	4,833,637	10/13/2015	Intelligent Medical Objects, Inc.
	4,833,636	10/13/2015	Intelligent Medical Objects, Inc.
IPL	5,091,733	11/29/2016	Intelligent Medical Objects, Inc.
	5,133,947	1/31/2017	Intelligent Medical Objects, Inc.

Applications:

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
SEMANTIC HIGHWAY	87/041,575	5/18/2016 (ITU)	Intelligent Medical Objects, Inc.
THE PATIENT'S STORY IS TOO IMPORTANT TO LOSE	87/041,567	5/18/2016 (ITU)	Intelligent Medical Objects, Inc.
DATA COLORIZATION	87/361,602	3/7/2017 (ITU)	Intelligent Medical Objects, Inc.
DX HUB	87/631,974	10/3/2017 (ITU)	Intelligent Medical Objects, Inc.