

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gorman Health Group, LLC		09/04/2019	Limited Liability Company: D.C.
Healthscape Advisors, LLC		09/04/2019	Limited Liability Company: ILLINOIS
Pareto Intelligence, LLC		09/04/2019	Limited Liability Company: ILLINOIS
United States Pharmaceutical Group L.L.C.		09/04/2019	Limited Liability Company: DELAWARE
Healthcare Business Solutions, LLC		09/04/2019	Limited Liability Company: TEXAS
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: 28			
Property Type	Number	Word Mark	
Registration Number:	4428065	CONVEY HEALTH SOLUTIONS TECHNOLOGY PEOP	
Registration Number:	4456469	CONVEY HEALTH SOLUTIONS	
Serial Number:	87766541	CONVEY	
Serial Number:	87766575	CONVEY	
Serial Number:	87766889	CONVEY	
Serial Number:	76715603	HEALTHSCAPE ADVISORS	
Serial Number:	87097666	HEALTHSCAPE ADVISORS	
Serial Number:	86498211	MEMBER ECONOMICS	
Serial Number:	87097684	HEALTHSCAPE ADVISORS	
Serial Number:	87097679	HEALTHSCAPE ADVISORS	
Serial Number:	87097690	PARETO INTELLIGENCE	
Serial Number:	87097700	PARETO INTELLIGENCE	
Serial Number:	87097704	PARETO INTELLIGENCE	
TRADEMARK			

OP \$715.00 4428065

Property Type	Number	Word Mark
Serial Number:	76714523	PARETO INTELLIGENCE
Serial Number:	86948688	GORMAN HEALTH GROUP
Serial Number:	86948513	CASE IQ
Serial Number:	86949101	
Serial Number:	86947742	SENTINEL ELITE
Serial Number:	86947761	SENTINEL ELITE
Serial Number:	87361716	THE INSIDER
Serial Number:	87362020	I
Serial Number:	86948558	VALENCIA
Serial Number:	86949122	
Serial Number:	86947725	SALES SENTINEL
Serial Number:	86136925	HEALTHCARE BUSINESS SOLUTIONS
Serial Number:	85570971	ESI
Registration Number:	4434648	ESI
Registration Number:	4410227	TECHNOLOGY. PEOPLE. INNOVATION

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 6142803562
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan
Address Line 1: 4400 Easton Commons Way
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/05/2019

Total Attachments: 10
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

See the attached

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 4, 2019

- Assignment
- Security Agreement
- Other Trademark Security Agreement (First Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ARES Capital Corporation, as Collateral Agent

Street Address: 245 Park Avenue, 44th Floor

City: New York

State: NY

Country: USA Zip: 10167

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 02850.065 (Cannes - 1st Lien)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Doris Ka

Name of Person Signing

September 4, 2019

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Gorman Health Group, LLC	100 S.E. Third Avenue, 26th Floor Fort Lauderdale, FL 33394	Limited Liability Company	District of Columbia
2.	Healthscape Advisors, LLC	55 W. Monroe Street, Suite #2100 Chicago, IL 60654	Limited Liability Company	Illinois
3.	Pareto Intelligence, LLC	350 N. LaSalle Drive, Suite 600 Chicago, IL 60603	Limited Liability Company	Illinois
4.	United States Pharmaceutical Group L.L.C.	100 S.E. Third Avenue, 26th Floor Fort Lauderdale, FL 33394	Limited Liability Company	Delaware
5.	Healthcare Business Solutions, LLC	100 S.E. Third Avenue, 26th Floor Fort Lauderdale, FL 33394	Limited Liability Company	Texas

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	ARES Capital Corporation, as Collateral Agent	245 Park Avenue, 44th Floor New York, NY 10167	Corporation	Delaware, USA

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 4, 2019, by and among Gorman Health Group, LLC, a District of Columbia limited liability company, Healthscape Advisors, LLC, an Illinois limited liability company, Pareto Intelligence, LLC, an Illinois limited liability company, United States Pharmaceutical Group L.L.C., a Delaware limited liability company, and Healthcare Business Solutions, LLC, a Texas limited liability company (each a “Grantor” and collectively, the “Grantors”) and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are parties to that certain First Lien Pledge and Security Agreement, dated as of September 4, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantors hereby pledge and grant to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantors, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

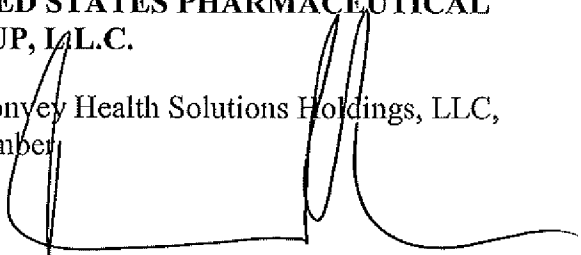
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed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

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

UNITED STATES PHARMACEUTICAL GROUP, L.L.C.

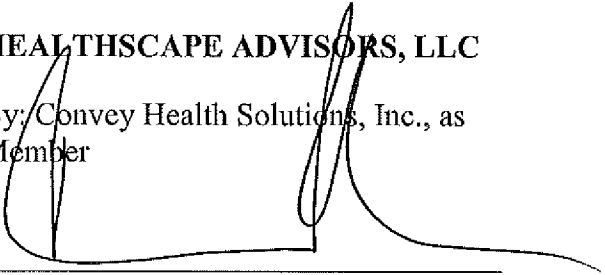
By:  Convey Health Solutions Holdings, LLC,
as Member

By: _____

Name: Timothy Fairbanks

Title: Chief Financial Officer

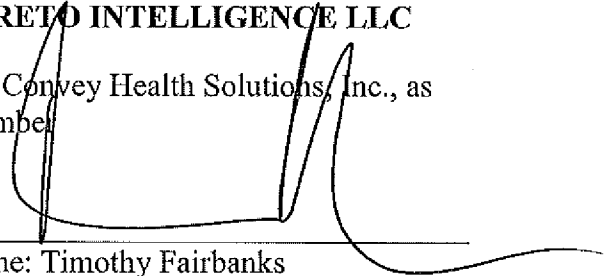
HEALTHSCAPE ADVISORS, LLC

By:  Convey Health Solutions, Inc., as
Member

Name: Timothy Fairbanks

Title: Chief Financial Officer

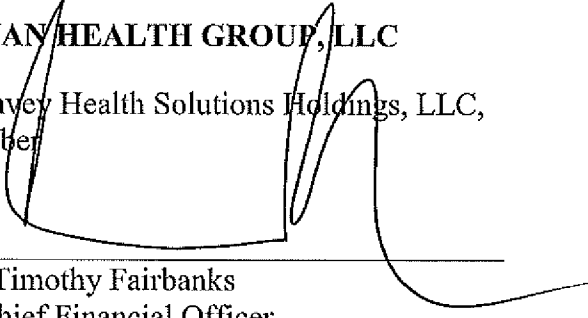
PARETO INTELLIGENCE LLC

By:  Convey Health Solutions, Inc., as
Member

Name: Timothy Fairbanks

Title: Chief Financial Officer

GORMAN HEALTH GROUP, LLC

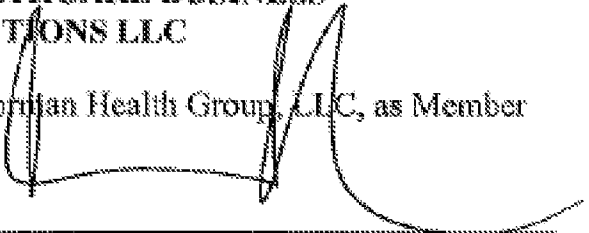
By:  Convey Health Solutions Holdings, LLC,
as Member

By: _____

Name: Timothy Fairbanks

Title: Chief Financial Officer

**HEALTHCARE BUSINESS
SOLUTIONS LLC**

By:  Gorman Health Group, LLC, as Member

By: _____

Name: Timothy Fairbanks

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: *Penni Roll*
Name: Penni Roll
Title: Authorized Signer



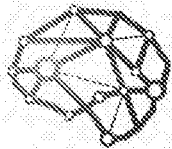
[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 006737 FRAME: 0031

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
TECHNOLOGY. PEOPLE. INNOVATION	85/818,051	4,410,227	United States Pharmaceutical Group LLC
CONVEY HEALTH SOLUTIONS TECHNOLOGY PEOPLE INNOVATION 	85/818,030	4,428,065	United States Pharmaceutical Group LLC
CONVEY HEALTH SOLUTIONS	85/801,590	4,456,469	United States Pharmaceutical Group LLC
	87/766,541	N/A	United States Pharmaceutical Group LLC
	87/766,575	N/A	United States Pharmaceutical Group LLC
	87/766,889	N/A	United States Pharmaceutical Group LLC
HEALTHSCAPE ADVISORS 	76/715,603	4,594,797	Healthscape Advisors, LLC
HEALTHSCAPE ADVISORS	87/097,666	5,141,558	Healthscape Advisors, LLC
MEMBER ECONOMICS	86/498,211	4,770,700	Pareto Intelligence, LLC
HEALTHSCAPE ADVISORS 	87/097,684	5,141,563	Healthscape Advisors, LLC

Trademark	Application No.	Registration No.	Owner
HEALTHSCAPE ADVISORS 	87/097,679	5,141,562	Healthscape Advisors, LLC
PARETO INTELLIGENCE	87/097,690	5,672,090	Pareto Intelligence, LLC
PARETO INTELLIGENCE 	87/097,700	5,672,091	Pareto Intelligence, LLC
PARETO INTELLIGENCE 	87/097,704	5,672,092	Pareto Intelligence, LLC
PARETO INTELLIGENCE	76/714,523	N/A	Healthscape Advisors, LLC
GORMAN HEALTH GROUP	86/948,688	5,081,085	Gorman Health Group, LLC
CASE IQ	86/948,513	5,081,076	Gorman Health Group, LLC
 Design Only	86/949,101	5,068,378	Gorman Health Group, LLC
SENTINEL ELITE	86/947,742	5,266,937	Gorman Health Group, LLC
SENTINEL ELITE 	86/947,761	5,251,968	Gorman Health Group, LLC
INSIDER	87/361,716	5,321,961	Gorman Health Group, LLC
	87/362,020	5,321,994	Gorman Health Group, LLC

Trademark	Application No.	Registration No.	Owner
			
VALENCIA	86/948,558	5,068,325	Gorman Health Group, LLC
 Design Only	86/949,122	5,068,382	Gorman Health Group, LLC
SALES SENTINEL	86/947,725	5,081,047	Gorman Health Group, LLC
HEALTHCARE BUSINESS SOLUTIONS	86/136,925	4,680,116	Healthcare Business Solutions, LLC
ESI	85/570,971	4,434,649	Healthcare Business Solutions, LLC
ESI	85/570,96	4,434,648	Healthcare Business Solutions, LLC