

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eRx Network Holdings, Inc.		07/20/2020	Corporation: DELAWARE
eRx Network, LLC		07/20/2020	Limited Liability Company: DELAWARE
PDX, Inc.		07/20/2020	Corporation: TEXAS
National Health Information Network, Inc.		07/20/2020	Corporation: TEXAS
Freedom Data Systems, Inc.		07/20/2020	Corporation: NEW HAMPSHIRE
National Decision Support Company, LLC		07/20/2020	Limited Liability Company: DELAWARE
HCI Acquisition Corp.		07/20/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5687746	ERX ASSIST
Registration Number:	5699438	ERX NETWORK
Registration Number:	2886947	ERX NETWORK
Serial Number:	88598269	ENVOY DX
Registration Number:	5931993	PDX
Registration Number:	5931845	PDX
Registration Number:	5931850	PDX
Registration Number:	5931859	PDX
Registration Number:	5825677	PROTECT RX
Registration Number:	5580783	TURN RX
Registration Number:	5717338	EXPLORE DX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3795889	RAPIDFILL
Registration Number:	2862407	PDX
Registration Number:	3204249	AUTOFILL
Registration Number:	3204250	AUTOMAIL
Registration Number:	5610670	ACTUAL RX
Registration Number:	3892927	ABSOLUTE AR
Registration Number:	3892929	ACQUIRE RX
Registration Number:	3899558	ASSIST RX
Registration Number:	3892930	ACHIEVE RX
Registration Number:	3416501	NATIONAL HEALTH INFORMATION NETWORK
Registration Number:	2211774	NHIN
Registration Number:	2239530	NATIONAL HEALTH INFORMATION NETWORK NHIN
Registration Number:	3984472	PRO/POS LITE
Registration Number:	3206513	PRO/POS
Registration Number:	2165882	PRO/SHOP
Registration Number:	1308406	FREEDOM DATA SYSTEMS, INC.
Registration Number:	5229084	NDSC CARESELECT
Registration Number:	2525500	HLINK

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109440-0015
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	07/21/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 20, 2020, by eRx Network Holdings, Inc., a Delaware corporation (“**eRx Holdings**”), eRX Network, LLC, a Delaware limited liability company (“**eRx Network**”), PDX, Inc., a Texas corporation (“**PDX**”), National Health Information Network, Inc., a Texas corporation (“**National Health**”), Freedom Data Systems, Inc., a New Hampshire corporation (“**Freedom Data**”), National Decision Support Company, LLC, a Delaware limited liability company (“**National Decision**”) and HCI Acquisition Corp., a New York corporation (“**HCI**”) (eRx Holdings, eRx Network, PDX, National Health, Freedom Data, National Decision and HCI each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of March 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by any Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. Delivery of an executed

signature page to this Trademark Security Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

ERX NETWORK HOLDINGS, INC.

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

ERX NETWORK, LLC

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

PDX, INC.

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

NATIONAL HEALTH INFORMATION NETWORK,
INC.

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

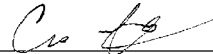
FREEDOM DATA SYSTEMS, INC.

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

NATIONAL DECISION SUPPORT COMPANY, LLC

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

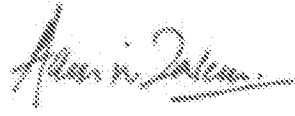
HCI ACQUISITION CORP.

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007004 FRAME: 0063

BANK OF AMERICA, N.A., as Collateral Agent

A handwritten signature in black ink, appearing to read "Aamir Saleem". The signature is written in a cursive style with a horizontal line at the end.

By: _____

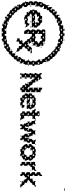


Name: Aamir Saleem

Title: Vice President

Schedule I
Trademark Registrations and Trademark Applications

[See Attached]


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Trademark	Database	Status	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ERX ASSIST	U.S. Federal Supplemental Register	REGISTERED	ERX NETWORK, LLC DELAWARE LIMITED LIABILITY CO.	87652657	10/19/2017	5687746	2/26/2019
 ERX Network	U.S. Federal Supplemental Register	REGISTERED	ERX NETWORK, LLC DELAWARE LIMITED LIABILITY CO.	87356631	3/2/2017	5699438	3/12/2019
ERX NETWORK	U.S. Federal	REGISTERED	ERX NETWORK HOLDINGS, INC. DELAWARE CORPORATION	76273395	6/12/2001	2886947	9/21/2004
EMDEON PRESCRIP	U.S. State Louisiana	REGISTERED	ERX NETWORK, L.L.C. LIMITED LIABILITY COMPANY			639354	9/6/2012
ENVOY DX	U.S. Federal	PENDING	PDX, INC. TEXAS CORPORATION	88598269	8/29/2019		
 PDX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	88456737	6/3/2019	5931993	12/10/2019
PDX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	88452734	5/30/2019	5931845	12/10/2019
 PDX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	88452859	5/30/2019	5931850	12/10/2019

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Trademark	Database	Status	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PDX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	88453008	5/30/2019	5931859	12/10/2019
PROTECT RX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	88231962	12/17/2018	5825677	8/6/2019
TURN RX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	87841512	3/20/2018	5580783	10/9/2018
EXPLORE DX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	87793808	2/12/2018	5717338	4/2/2019
RAPIDFILL	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	76662290	6/28/2006	3795889	6/1/2010
PDX	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	76535625	7/24/2003	2862407	7/13/2004
AUTOFILL	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	76390543	3/29/2002	3204249	1/30/2007
AUTOMAIL	U.S. Federal	REGISTERED	PDX, INC. TEXAS CORPORATION	76390544	3/29/2002	3204250	1/30/2007
PDX	Canada	REGISTERED	PDX, INC. TEXAS CORPORATION	879979	6/1/1998	TMAA522515	1/28/2000
ACTUAL RX	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	87845239	3/22/2018	5610670	11/20/2018
ABSOLUTE AR	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	85002032	3/30/2010	3892927	12/21/2010

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Trademark	Database	Status	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ACQUIRE RX	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	85002064	3/30/2010	3892929	12/21/2010
ASSIST RX	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	85002096	3/30/2010	3899558	1/4/2011
ACHIEVE RX	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	85002113	3/30/2010	3892930	12/21/2010
NATIONAL HEALTH INFORMATION NETWORK	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	76646392	9/7/2005	3416501	4/29/2008
NHIN	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	75275777	4/3/1997	2211774	12/15/1998
	U.S. Federal	REGISTERED	NATIONAL HEALTH INFORMATION NETWORK, INC. TEXAS CORPORATION	75275778	4/3/1997	2239530	4/13/1999
PRO/POS LITE	U.S. Federal	REGISTERED	FREEDOM DATA SYSTEMS, INC. NEW HAMPSHIRE CORPORATION	85129267	9/14/2010	3984472	6/28/2011
PRO/POS	U.S. Federal	REGISTERED	FREEDOM DATA SYSTEMS, INC. NEW HAMPSHIRE CORPORATION	76591304	5/7/2004	3206513	2/6/2007

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Trademark	Database	Status	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PRO/SHOP	U.S. Federal	REGISTERED	FREEDOM DATA SYSTEMS, INC. NEW HAMPSHIRE CORPORATION	75309813	6/17/1997	2165882	6/16/1998
FREEDOM DATA SYSTEMS, INC.	U.S. Federal	REGISTERED	FREEDOM DATA SYSTEMS, INC. NEW HAMPSHIRE CORPORATION	73414840	2/24/1983	1308406	12/4/1984
NDSC CARESELECT	U.S. Federal	REGISTERED	NATIONAL DECISION SUPPORT COMPANY DELAWARE LIMITED LIABILITY CO.	86945417	3/18/2016	5229084	6/20/2017
HLINK	U.S. Federal	REGISTERED	HCI ACQUISITION CORP. DELAWARE CORPORATION	75539408	8/19/1998	2525500	1/1/2002

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RECORDED: 07/21/2020