

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pipeline Health Holdings LLC		08/18/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4424751	PIPELINERX	
<b>Registration Number:</b>	5094168	POWERGRIDRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	885 THIRD AVE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	050485-0131		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	08/18/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 18, 2020 (this “**Trademark Security Agreement**”), by Pipeline Health Holdings LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

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 Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

**PIPELINE HEALTH HOLDINGS LLC,**  
as the Grantor

By:   
Name: Stephen Andrews  
Title: Chief Financial Officer

[Signature Page in Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007026 FRAME: 0005**

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as the Administrative Agent

By: *Karen M. Dahlquist*  
Name: Karen M. Dahlquist  
Title: Duly Authorized Signatory

**Schedule I**  
**Trademark Registrations and Use Applications**

**Registrations:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration No.</b>
Pipeline Health Holdings LLC	PipelineRx	4424751
Pipeline Health Holdings LLC	PowerGridRx	5094168

**Applications:**

None.