

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Management Systems, Inc.		04/01/2021	Corporation: NEW YORK
HMS Holdings Corp.		04/01/2021	Corporation: DELAWARE
Permedion, Inc.		04/01/2021	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	4 Chase Metrotech Center
<b>Internal Address:</b>	MC: NY1-C413, CIB DMO WLO
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245-0001
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
<b>Registration Number:</b>	6084432	
<b>Registration Number:</b>	3982231	CLAIMS INTEGRITY MATTERS.
<b>Registration Number:</b>	3955539	CLAIMS INTEGRITY MATTERS.
<b>Registration Number:</b>	3429017	COBMANAGER
<b>Registration Number:</b>	5587826	ELLI
<b>Registration Number:</b>	6181158	FRAUDCAPTURE
<b>Registration Number:</b>	5145414	HMS
<b>Registration Number:</b>	5085440	HMS
<b>Registration Number:</b>	5561705	HMS 360
<b>Registration Number:</b>	5561704	HMS 360
<b>Registration Number:</b>	4760471	HMS ELIGIBILITYSOURCE
<b>Registration Number:</b>	5496909	HMS FEDERAL
<b>Registration Number:</b>	5491840	HMS FEDERAL SOLUTIONS
<b>Registration Number:</b>	4392430	HMS INTEGRITYSOURCE
<b>Registration Number:</b>	2635885	INTEGRIGUARD
<b>Registration Number:</b>	2637786	OUTPATIENT CHARGE ANALYSIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2620140	PERMEDION
Registration Number:	6000129	SOLARIS
Registration Number:	5991228	SOLARIS PLUS
Registration Number:	5991229	SOLARISPLUS
Registration Number:	3870666	HDI
Serial Number:	90310101	HMS CARES
Serial Number:	90310105	HMS CARES

**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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/02/2021

**Total Attachments: 7**

- source=13(a). Mustang - Trademark Security Agreement (1L)#page1.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page2.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page3.tif
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- source=13(a). Mustang - Trademark Security Agreement (1L)#page5.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page6.tif
- source=13(a). Mustang - Trademark Security Agreement (1L)#page7.tif

### 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):**

- 1. Health Management Systems, Inc.
- 2. HMS Holdings Corp.
- 3. Permedion, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1. NY; 2. DE; 3. NY  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 1, 2021

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other First Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Street Address: 4 Chase Metrotech Center, MC: NY1-C413, CIB DMO WLO

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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 Schedule I

B. Trademark Registration No.(s)  
See 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: Elaine Carrera, Senior Paralegal  
 Internal Address: \_\_\_\_\_  
 Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip  
 City: New York  
 State: NY Zip: 10005  
 Phone Number: (212) 701-3365  
 Docket Number: \_\_\_\_\_  
 Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:** 23

**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:** *Elaine Carrera*  
Signature

April 1, 2021  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 373-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This First Lien Trademark Security Agreement, dated as of April 1, 2021 (this “**Trademark Security Agreement**”), by Health Management Systems, Inc., a New York corporation, HMS Holdings Corp., a Delaware corporation, and Permedion, Inc., a New York corporation (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

**W I T N E S S E T H:**

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Gainwell Holding Corp. (f/k/a Milano Holding Corp.), a Delaware corporation (“**Holdings**”), Gainwell Acquisition Corp. (f/k/a Milano Acquisition Corp.), a Delaware corporation (“**Gainwell**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each 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 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 Administrative 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 and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

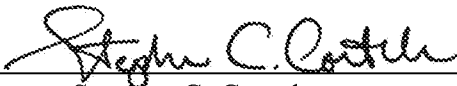
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms 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 and provisions of which are hereby incorporated herein 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 unless the Administrative Agent shall otherwise determine.

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 each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

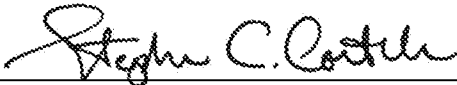
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

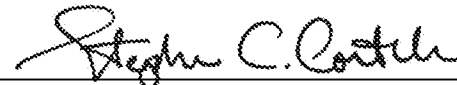
**HMS HOLDINGS CORP.**

By:   
Name: Stephen C. Costalas  
Title: General Counsel & Secretary

**HEALTH MANAGEMENT SYSTEMS, INC.**

By:   
Name: Stephen C. Costalas  
Title: General Counsel & Secretary

**PERMEDION, INC.**





By:   
Name: Stephen C. Costalas  
Title: General Counsel & Secretary

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

by  \_\_\_\_\_  
**Bruce S. Borden**  
**Executive Director**

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


Registrations:

TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
 <b>(Ribbon Logo)</b>	Health Management Systems, Inc.	6084432
<b>CLAIMS INTEGRITY MATTERS</b>	Health Management Systems, Inc.	3982231
<b>CLAIMS INTEGRITY MATTERS</b> (stylized) 	Health Management Systems, Inc.	3955539
<b>COBMANAGER</b> <b>(Supplemental Register)</b>	Health Management Systems, Inc.	3429017
<b>ELLI</b>	Health Management Systems, Inc.	5587826
<b>FRAUDCAPTURE</b>	Health Management Systems, Inc.	6181158
<b>HMS</b>	Health Management Systems, Inc.	5145414
<b>HMS (and Design)</b> 	Health Management Systems, Inc.	5085440
<b>HMS 360</b>	Health Management Systems, Inc.	5561705
<b>HMS 360 (and Design)</b> 	Health Management Systems, Inc.	5561704
<b>HMS ELIGIBILITY SOURCE</b>	Health Management Systems, Inc.	4760471
<b>HMS FEDERAL</b>	Health Management Systems, Inc.	5496909
<b>HMS FEDERAL SOLUTIONS</b>	Health Management Systems, Inc.	5491840



TRADEMARK	RECORD OWNER	REGISTRATION NUMBER
<b>HMS INTEGRITY SOURCE</b>	Health Management Systems, Inc.	4392430
<b>INTEGRIGUARD</b>	HMS Holdings Corp.	2635885
<b>OUTPATIENT CHARGE ANALYSIS (Supplemental Register)</b>	Health Management Systems, Inc.	2637786
<b>PERMEDION</b>	Permedion, Inc.	2620140
<b>SOLARIS</b>	Health Management Systems, Inc.	6000129
<b>SOLARIS PLUS</b>	Health Management Systems, Inc.	5991228
<b>SOLARISPLUS (and Design)</b> 	Health Management Systems, Inc.	5991229
	Health Management Systems, Inc.	3870666

Applications:

TITLE	OWNER	APPLICATION NUMBER
<b>HMS CARES</b>	Health Management Systems, Inc.	Pending; App. No. 90/310101
<b>HMS CARES (and Design)</b> 	Health Management Systems, Inc.	Pending; App. No. 90/310105