

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636599

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

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

| | |
|--------------------------|-------------------------------------|
| Name: | HPS INVESTMENT PARTNERS, LLC |
| Street Address: | 40 West 57th Street |
| Internal Address: | 33rd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------------------|
| Registration Number: | 6084432 | |
| Registration Number: | 3982231 | CLAIMS INTEGRITY MATTERS. |
| Registration Number: | 3955539 | CLAIMS INTEGRITY MATTERS. |
| Registration Number: | 3429017 | COBMANAGER |
| Registration Number: | 5587826 | ELLI |
| Registration Number: | 6181158 | FRAUDCAPTURE |
| Registration Number: | 5145414 | HMS |
| Registration Number: | 5085440 | HMS |
| Registration Number: | 5561705 | HMS 360 |
| Registration Number: | 5561704 | HMS 360 |
| Registration Number: | 4760471 | HMS ELIGIBILITYSOURCE |
| Registration Number: | 5496909 | HMS FEDERAL |
| Registration Number: | 5491840 | HMS FEDERAL SOLUTIONS |
| Registration Number: | 4392430 | HMS INTEGRITYSOURCE |
| Registration Number: | 2635885 | INTEGRIGUARD |
| Registration Number: | 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: 2138924738

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: (424) 386-4000

Email: marnold@milbank.com, dcip@milbank.com

Correspondent Name: MONICA ARNOLD

Address Line 1: 2029 CENTURY PARK EAST, 33RD FLOOR

Address Line 2: MILBANK LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90067-3019

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 45447.00009 |
| NAME OF SUBMITTER: | Monica Arnold |
| SIGNATURE: | /s/ Monica Arnold /s/ |
| DATE SIGNED: | 04/02/2021 |

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second 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 HPS INVESTMENT PARTNERS, LLC, 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 Second 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 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.

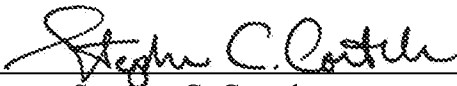
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security 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.

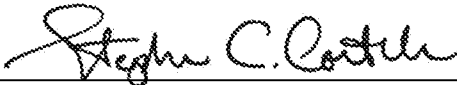
Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

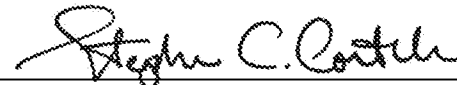
HMS HOLDINGS CORP.

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

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: Mark Rubenstein
Title: Managing Director


Schedule I
Trademark Registrations and Use Applications

Registrations:

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

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

Applications:

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