

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638632

<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>
H&R Accounts, Inc.		03/29/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as collateral agent		
<b>Street Address:</b>	110 East 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88746244	PXAAS PATIENT EXPERIENCE AS A SERVICE	
<b>Registration Number:</b>	4374964	AVADYNE HEALTH	
<b>Registration Number:</b>	5803267	EMPOWER YOUR PATIENTS' FINANCIAL EXPERIE	
<b>Registration Number:</b>	5803268	EPFX	
<b>Registration Number:</b>	6135568	PATIENT CONCIERGE	
<b>Registration Number:</b>	6278877	PEAAS PATIENT EXPERIENCE AS A SERVICE	
<b>Registration Number:</b>	5803266	THE PATIENT FINANCIAL EXPERIENCE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>	312-781-6013		
<b>Email:</b>	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
<b>Correspondent Name:</b>	Kate Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	2851699.00052.		
<b>NAME OF SUBMITTER:</b>	Kathryn Starshak		
<b>SIGNATURE:</b>	/Kathryn Starshak/		

CH \$190.00 88746244

<b>DATE SIGNED:</b>	04/12/2021
---------------------	------------

**Total Attachments: 5**

source=Executed - Second Lien Trademark Security Agreement#page1.tif

source=Executed - Second Lien Trademark Security Agreement#page2.tif

source=Executed - Second Lien Trademark Security Agreement#page3.tif

source=Executed - Second Lien Trademark Security Agreement#page4.tif

source=Executed - Second Lien Trademark Security Agreement#page5.tif

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR THE LENDERS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 7, 2020 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG CIT BANK, N.A., AS THE FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.**

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2021, is made by H & R Accounts, Inc., an Illinois corporation (“Grantor”), in favor of CANTOR FITZGERALD SECURITIES (“Cantor”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit and Guaranty Agreement, dated as of February 7, 2020 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PMAB, LLC, a North Carolina limited liability company (“PMAB”), RMP ACQUISITION INC., a Delaware corporation (“RMP AcquisitionCo”; RMP AcquisitionCo, together with PMAB and each other Person joined thereto as a Borrower from time to time in accordance with the terms thereof, each a “Borrower” and together, the “Borrowers”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Cantor, as Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Second Lien Security and Pledge Agreement dated as of February 7, 2020, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security and Pledge Agreement pursuant to which Grantor is 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 to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or in Security and Pledge Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, to secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in any and all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security and Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security and Pledge Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent, on behalf of the Secured Parties, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement. In the event of any conflict or inconsistency between the Security and Pledge Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Security and Pledge Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by Grantor in its reasonable business judgment.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Grantor's request, the Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

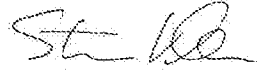
Section 8. Concerning the Collateral Agent. Cantor Fitzgerald Securities is acting under this Trademark Security Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

[SIGNATURE PAGE FOLLOWS]

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.

Very truly yours,

**H & R ACCOUNTS, INC.,**  
as Grantor



By: \_\_\_\_\_

Name: Steve Villa

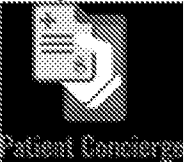
Title: Chief Operating Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007252 FRAME: 0908**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
AVADYNE HEALTH	85716019	08/29/2012	4374964	07/30/2013	Registered
EMPOWER YOUR PATIENTS' FINANCIAL EXPERIENCE	87899856	04/30/2018	5803267	07/16/2019	Registered
EPFX	87899861	04/30/2018	5803268	07/16/2019	Registered
PATIENT CONCIERGE and Design 	88784047	02/04/2020	6135568	08/25/2020	Registered
PEAAS PATIENT EXPERIENCE AS A SERVICE	88746249	01/03/2020	6278877	02/23/2021	Registered
PXAAS PATIENT EXPERIENCE AS A SERVICE	88746244	01/03/2020	N/A	N/A	Pending
THE PATIENT FINANCIAL EXPERIENCE COMPANY	87899849	04/30/2018	5803266	07/16/2019	Registered