

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Healthcare Exchange, LLC		05/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase MetroTech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5957470	UNITING THE BEST OF HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1380732		
NAME OF SUBMITTER:	Elizabeth Wagenbach		
SIGNATURE:	/Elizabeth Wagenbach/		
DATE SIGNED:	05/26/2021		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 26, 2021, is made by Global Healthcare Exchange, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Agent") in connection with that certain First Lien Credit Agreement, dated as of June 30, 2017 (as supplemented by the Joinder Agreement, dated as of January 13, 2020, among the Parent, the Borrower, JPMorgan Chase Bank, N.A. and the other parties thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Commerce Parent, Inc., a Delaware corporation (the "Parent"), GHX Ultimate Parent Corporation, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a First Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with Supplement No. 1 thereto, dated as of March 12, 2020, between Lumere, Inc. and the Collateral Agent, and all further amendments, restatements, supplements or other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and Security Interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property and that are listed on Schedule A hereto, including the goodwill symbolized thereby (the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" such Trademarks will not be deemed to be Trademark Collateral

prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a current assignment of any Trademark Collateral, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL HEALTHCARE EXCHANGE,
LLC,
as the Grantor

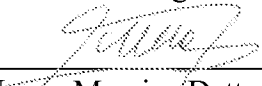
By: _____


Name: Chris Batsou
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007307 FRAME: 0396

JPMORGAN CHASE BANK, N.A.
as the Collateral Agent

By: 
Name: Maurice Dattas
Title: Vice President

Schedule A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registered Owner	Application. No.	Application Date	Registration. No.	Registration Date
UNITING THE BEST OF HEALTHCARE	Global Healthcare Exchange, LLC	88/288,183	02/04/2019	5,957,470	01/07/2020