OP \$415.00 90642460

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM691591

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSUMER'S MEDICAL RESOURCE, INC.		11/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.	
Street Address:	900 W Trade Street	
Internal Address:	NC1-026-06-09 (MacLegal)	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	90642460	MYMEDICALALLY
Serial Number:	90615838	INFINITEMD
Serial Number:	90615825	INFINITEMD
Serial Number:	88944094	ONSITE NURSE ALLY
Serial Number:	88000328	CONSUMERMEDICAL
Serial Number:	87694583	ALLY PLATFORM
Serial Number:	87017549	YOUR MEDICAL ALLY
Serial Number:	86960232	SURGERY DECISION SUPPORT
Serial Number:	86658210	CARE TO THE PEOPLE CONNECTING PATIENTS T
Serial Number:	86658143	CARE TO THE PEOPLE
Serial Number:	86558617	CONNECTING PATIENTS TO RESOURCES AND EAC
Serial Number:	86558607	CARE TO THE PEOPLE
Serial Number:	86295843	
Serial Number:	85644575	GOLDEN TICKET
Serial Number:	77074821	MEDICAL DECISION SUPPORT
Serial Number:	76477338	CONSUMER'S MEDICAL RESOURCE

CORRESPONDENCE DATA

TRADEMARK

900659657 REEL: 007513 FRAME: 0542

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: Michael.Violet@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

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/01/2021

Total Attachments: 6

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Form PTO-1594 (Rev. 4-18)
OMB Collection 0651-0027 (exp. 06/30/2021)

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.			
Name of conveying party(les):	2. Name and address of receiving party(ies)		
CONSUMER'S MEDICAL RESOURCE, INC.	Additional names, addresses, or citizenship attached?		
	Name: BANK OF AMERICA, N.A.		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: 900 W Trade Street, NC1-026-06-09 (MacLegal)		
Corporation- State: DE	Only,		
Other			
Citizenship (see guidelines) USA	Country: USA Zip: 28255		
Additional names of conveying parties attached? Yes No	Individuat(s) Citizenship X Association Citizenship USA		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship		
Execution Date(s) November 30, 2021	Limited Partnership Citizenship		
,	Corporation Citizenship		
Assignment Merger	Other Citizenship		
Security Agreement Change of Name	If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No		
Other	(Designations must be a separate document from assignment)		
Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	l identification or description of the Trademark. B. Trademark Registration No.(s)		
See Schedule I	See Schedule I		
Oct burstens :	Additional sheet(s) attached? X Yes No		
C. Identification or Description of Trademark(s) (and Filing			
Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	6. Total number of applications and registrations involved:		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: c/o Cahill Gordon & Reindel LLP, 32 Old Slip	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3365	Plana is A annumi Aliumbaa		
Docket Number:	Deposit Account Number		
Email Address: ecarrera@cahill.com	Authorized User Name		
9. Signature: Elaine Cante			
Signature Etaine Carrera	Date		
Name of Person Signing	Total number of pages including cover 6 sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 30, 2021, by CONSUMER'S MEDICAL RESOURCE, INC. (the "**Grantor**"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is made a party to the Security Agreement dated as of May 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:
- SECTION 1. <u>Defined Terms.</u> 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. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Collateral 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 Excluded Assets) of the Grantor:
- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.
- 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 Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.
- SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

CONSUMER'S MEDICAL RESOURCE, INC., as Grantor

By:

Name: Katie J. Rooney

Title: Chief Financial Officer

Lan Rooney

BANK OF AMERICA, N.A., as Collateral Agent

Bv:

Name: Denise Jones
Title: Vice President

RECORDED: 12/01/2021