

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSCS Holdings, Inc.		12/16/2021	Corporation: DELAWARE
Eversana Life Science Services, LLC		12/16/2021	Limited Liability Company: WISCONSIN
Alliance Life Sciences Consulting Group, Inc.		12/16/2021	Corporation: DELAWARE
Access Communications, LLC		12/16/2021	Limited Liability Company: DELAWARE
The Patient Experience Project, LLC		12/16/2021	Limited Liability Company: DELAWARE
Triplefin LLC		12/16/2021	Limited Liability Company: OHIO
Alamo Outsourcing, LLC		12/16/2021	Limited Liability Company: DELAWARE
Intouch Group, LLC		12/16/2021	Limited Liability Company: KANSAS
Protean LLC		12/16/2021	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	3005692	HEALTH STRATEGIES GROUP
Registration Number:	4312626	PRICENTRIC
Registration Number:	5379239	PRICENTRIC
Registration Number:	4301724	PRICERIGHT
Registration Number:	5688555	MEMBERCENTRIC

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90878856	COMPLETE COMMERCIALIZATION
Serial Number:	90878880	EVERSANA COMPLETE COMMERCIALIZATION
Serial Number:	90878841	ACTICS
Serial Number:	90878834	ACTICS BY EVERSANA
Serial Number:	90837688	EVERSANA ENGAGE
Registration Number:	6086282	EVERSANA
Registration Number:	6086335	E
Registration Number:	6086334	E EVERSANA
Registration Number:	3116532	CENTRIC
Serial Number:	86887896	CENTRIC HEALTH RESOURCES
Registration Number:	2694490	DDN
Registration Number:	4726332	DOHMEN LIFE SCIENCE SERVICES
Registration Number:	4884270	DOHMEN LIFE SCIENCE SERVICES
Registration Number:	4722420	DOHMEN LIFE SCIENCE SERVICES
Registration Number:	4884271	DOHMEN LIFE SCIENCE SERVICES
Registration Number:	3263440	PATIENT CENTERED HEALTH MANAGEMENT
Registration Number:	2775295	R
Registration Number:	2764050	REGLERA
Registration Number:	5931124	ACCESS EXPRESS
Registration Number:	5920759	INTELLICENTER
Registration Number:	4848906	DOHMEN
Registration Number:	4962445	DOHMEN
Registration Number:	5609671	PEPPARTNERS
Registration Number:	5823123	PEPWORKGROUP
Registration Number:	5914508	PEP WORKGROUP
Registration Number:	5899358	GLOBAL ACCESS EXPRESS
Registration Number:	4960671	PEER CONNECT
Registration Number:	4960672	PEER CONNECT ENHANCED VIRTUAL MEETINGS S
Registration Number:	4860416	ACCESS LTC DRIVING INSIGHTS. UNTAPPING G
Registration Number:	4126263	PROMIDIAN
Registration Number:	5614629	THE PATIENT EXPERIENCE PROJECT
Registration Number:	5474454	PEPTRIALS
Registration Number:	5528569	SEEKER PORTAL
Registration Number:	5492154	NOTHING HAPPENS WITHOUT PATIENTS WE FIND
Registration Number:	5165023	SEEKER HEALTH
Registration Number:	5165013	SEEKER HEALTH
Registration Number:	5187442	HUB-LITE
Registration Number:	3505128	RXHOPE

Property Type	Number	Word Mark
Registration Number:	4778855	MEDXCLAIM
Registration Number:	4791335	RX365
Registration Number:	4927953	COPAY CONNECT
Registration Number:	4927954	PRIOR AUTHORIZATION CONNECT
Registration Number:	5202695	COMPLETECARE RX PHARMACY
Registration Number:	2486215	TRIPLEFIN
Registration Number:	4826258	ALAMO PHARMA SERVICES
Serial Number:	97026115	INTOUCH OXYGEN
Serial Number:	90354510	TEDAVI
Registration Number:	4704239	NTOUCH
Registration Number:	4746733	SOCIALQUEUE
Registration Number:	5282206	INTOUCH SOLUTIONS INTERNATIONAL
Registration Number:	4052585	PHARMAWALL
Registration Number:	5493477	PROTO
Registration Number:	5608494	INTOUCH PROTO
Registration Number:	5624139	COGNITIVE CORE
Registration Number:	5624140	IRIDIUM LABS
Registration Number:	5691840	INTOUCH INTERNATIONAL
Registration Number:	5691839	INTOUCH SOLUTIONS
Registration Number:	5717141	INTOUCH ANALYTICS
Registration Number:	5717139	INTOUCH GROUP
Registration Number:	5717140	INTOUCH MEDIA
Registration Number:	6138134	INTOUCH SEVEN
Registration Number:	6149534	INTOUCH 7
Registration Number:	6295675	INTOUCH B2D
Registration Number:	2833654	INTOUCH SOLUTIONS
Registration Number:	6147550	PROTEAN
Registration Number:	6241850	RX BENCHMARKS
Registration Number:	3758619	PROTEAN
Registration Number:	4817524	
Registration Number:	5046568	BEXR LOGISTIX
Registration Number:	5046569	BEXR LOGISTIX
Registration Number:	5388633	ACTIONABLE INSIGHTS MONITOR

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1553004 2L

NAME OF SUBMITTER: Anna Marcus

SIGNATURE: /Anna Marcus/

DATE SIGNED: 12/20/2021

Total Attachments: 10

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This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated December 16, 2021 among KeyBank National Association, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Jefferies Finance LLC, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by LSCS Holdings, Inc., as the Parent Borrower, and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 16, 2021 (this “Agreement”), among LSCS Holdings, Inc., a Delaware corporation, Eversana Life Science Services, LLC, a Wisconsin limited liability company, Alliance Life Sciences Consulting Group, Inc., a Delaware corporation, Access Communications, LLC, a Delaware limited liability company, The Patient Experience Project, LLC, a Delaware limited liability company, Triplefin LLC, an Ohio limited liability company, Alamo Outsourcing, LLC, a Delaware limited liability company, Intouch Group, LLC, a Kansas limited liability company and Protean LLC, a North Carolina limited liability company (collectively, the “Grantors” and each, a “Grantor”) and JEFFERIES FINANCE LLC, as Collateral Agent (the “Collateral Agent”).

WHEREAS, LSCS HOLDINGS, INC. (the “Parent Borrower”), WS LSCS INTERMEDIATE HOLDINGS, LLC (“Holdings”), the LENDERS from time to time party thereto, JEFFERIES FINANCE LLC, as Administrative Agent (together with its successors and assigns, the “Administrative Agent”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of December 16, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) dated as of December 16, 2021, among the Parent Borrower, Holdings, the Subsidiary Parties named therein and Jefferies Finance LLC, as Collateral Agent (together with its successors and assigns, the “Collateral Agent”) pursuant to which such Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those registrations and registration applications in the USPTO owned by each Grantor and listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Any signature to this Agreement may be delivered by facsimile, electronic transmission (e.g., “pdf” or “.tif”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

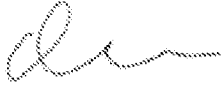
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

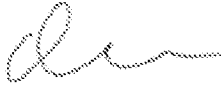
LSCS Holdings, Inc.,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Secretary and Treasurer

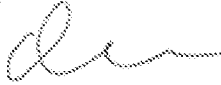
Eversana Life Science Services, LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Secretary and Treasurer

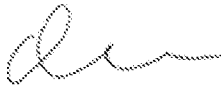
Alliance Life Sciences Consulting Group, Inc.,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Vice President


Access Communications, LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Vice President


The Patient Experience Project, LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: President


Triplefin LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Secretary and Treasurer


Alamo Outsourcing, LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: President

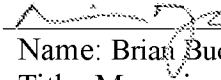
Intouch Group, LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Vice President

Protean LLC,
as a Grantor

By: 
Name: Daniel Agroskin
Title: Vice President

JEFFERIES FINANCE LLC,
as Collateral Agent


By:  _____



Name: Brian Buoye

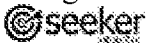
Title: Managing Director


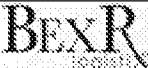
Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No. App. No.</u>
Health Strategies Group	U.S.	Eversana Life Science Services, LLC	3,005,692
PRICENTRIC (logo)	U.S.	Alliance Life Sciences Consulting Group, Inc.	4,312,626
PRICENTRIC (word)	U.S.	Eversana Life Science Services, LLC	5,379,239
PriceRight	U.S.	Eversana Life Science Services, LLC	4,301,724
MEMBERCENTRIC	U.S.	Eversana Life Science Services, LLC	5,688,555
COMPLETE COMMERCIALIZATION	U.S.	Eversana Life Science Services, LLC	90/878,856
EVERSANA COMPLETE COMMERCIALIZATION	U.S.	Eversana Life Science Services, LLC	90/878,880
ACTICS	U.S.	Eversana Life Science Services, LLC	90/878,841
ACTICS BY EVERSONA	U.S.	Eversana Life Science Services, LLC	90/878,834
EVERSANA ENGAGE	U.S.	Eversana Life Science Services, LLC	90/837,688
EVERSANA	U.S.	LSCS Holdings, Inc.	6,086,282
E DESIGN	U.S.	LSCS Holdings, Inc.	6,086,335
EVERSANA & Design	U.S.	LSCS Holdings, Inc.	6,086,334
CENTRIC	U.S.	Eversana Life Science Services, LLC	3,116,532
CENTRIC HEALTH RESOURCES	U.S.	Eversana Life Science Services, LLC	(86/887,896)
DDN	U.S.	Eversana Life Science Services, LLC	2,694,490
DOHMEN LIFE SCIENCE SERVICES	U.S.	Eversana Life Science Services, LLC	4,726,332
DOHMEN LIFE SCIENCE SERVICES	U.S.	Eversana Life Science Services, LLC	4,884,270
DOHMEN LIFE SCIENCE SERVICES and Design	U.S.	Eversana Life Science Services, LLC	4,722,420
			

Mark	Country	Record Owner	Reg. No. App. No.
DOHMEN LIFE SCIENCE SERVICES and Design 	U.S.	Eversana Life Science Services, LLC	4,884,271
PATIENT CENTERED HEALTH MANAGEMENT R & Design 	U.S.	Eversana Life Science Services, LLC	2,775,295
REGLERA	U.S.	Eversana Life Science Services, LLC	2,764,050
ACCESS EXPRESS	U.S.	LSCS Holdings, Inc.	5,931,124
INTELLICENTER	U.S.	LSCS Holdings, Inc.	5,920,759
DOHMEN	U.S.	Eversana Life Science Services, LLC	4,848,906
DOHMEN	U.S.	Eversana Life Science Services, LLC	4,962,445
PEPPARTNERS	U.S.	Eversana Life Science Services, LLC	5,609,671
PEPWORKGROUP	U.S.	Eversana Life Science Services, LLC	5,823,123
PEP WORKGROUP	U.S.	Eversana Life Science Services, LLC	5,914,508
GLOBAL ACCESS EXPRESS	U.S.	LSCS Holdings, Inc.	5,899,358
ACTIONABLE INSIGHTS	U.S.	Access Communications, LLC	5,388,633
ACCESS COMMUNICATIONS GROUP	Arizona	Access Communications, LLC	9,134,642
PEER CONNECT	U.S.	Eversana Life Science Services, LLC	4,960,671
PEER CONNECT ENHANCED VIRTUAL MEETINGS SOLUTIONS (with Design)	U.S.	Eversana Life Science Services, LLC	4,960,672
ACCESS LTC DRIVING INSIGHTS. UNTAPPING GROWTH OPPORTUNITIES. (with Design)	U.S.	Eversana Life Science Services, LLC	4,860,416

Mark	Country	Record Owner	Reg. No. App. No.
PROMIDIAN (with Design)	U.S.	Eversana Life Science Services, LLC	4,126,263
PEP partners	U.S.	The Patient Experience Project, LLC	5609671
The Patient Experience Project	U.S.	Eversana Life Science Services, LLC	5,614,629
PEPtrials	U.S.	Eversana Life Science Services, LLC	5,474,454
SEEKER PORTAL	U.S.	Eversana Life Science Services, LLC	5,528,569
NOTHING HAPPENS WITHOUT PATIENTS WE FIND THEM	U.S.	Eversana Life Science Services, LLC	5,492,154
SEEKER HEALTH and Design 	U.S.	Eversana Life Science Services, LLC	5,165,023
SEEKER HEALTH	U.S.	Eversana Life Science Services, LLC	5,165,013
HUB-LITE	U.S.	Eversana Life Science Services, LLC	5,187,442
RXHOPE	U.S.	Eversana Life Science Services, LLC	3,505,128
MEDXCLAIM	U.S.	Eversana Life Science Services, LLC	4,778,855
RX365	U.S.	Eversana Life Science Services, LLC	4791335
COPAY CONNECT	U.S.	Eversana Life Science Services, LLC	4,927,953
PRIOR AUTHORIZATION CONNECT	U.S.	Eversana Life Science Services, LLC	4,927,954
COMPLETECARE RX PHARMACY	U.S.	Triplefin LLC	5,202,695
TRIPLEFIN & Design	U.S.	Triplefin LLC	2,486,215
ALAMO PHARMA SERVICES	U.S.	Alamo Outsourcing, LLC	4,826,258
INTOUCH OXYGEN	U.S.	Intouch Group, LLC	97/026,115
TEDAVI	U.S.	Intouch Group, LLC	90/354,510
NTOUCH	U.S.	Intouch Group, LLC	4,704,239
SOCIALQUEUE	U.S.	Intouch Group, LLC	4,746,733
INTOUCH SOLUTIONS INTERNATIONAL	U.S.	Intouch Group, LLC	5,282,206
PHARMAWALL	U.S.	Intouch Group, LLC	4,052,585

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
PROTO	U.S.	Intouch Group, LLC	5,493,477
INTOUCH PROTO	U.S.	Intouch Group, LLC	5,608,494
COGNITIVE CORE	U.S.	Intouch Group, LLC	5,624,139
IRIDIUM LABS	U.S.	Intouch Group, LLC	5,624,140
INTOUCH INTERNATIONAL	U.S.	Intouch Group, LLC	5,691,840
INTOUCH SOLUTIONS	U.S.	Intouch Group, LLC	5,691,839
INTOUCH ANALYTICS	U.S.	Intouch Group, LLC	5,717,141
INTOUCH GROUP	U.S.	Intouch Group, LLC	5,717,139
INTOUCH MEDIA	U.S.	Intouch Group, LLC	5,717,140
INTOUCH SEVEN	U.S.	Intouch Group, LLC	6,138,134
INTOUCH 7	U.S.	Intouch Group, LLC	6,149,534
INTOUCH B2D	U.S.	Intouch Group, LLC	6,295,675
INTOUCH SOLUTIONS	U.S.	Intouch Group, LLC	2,833,654
PROTEAN	U.S.	Protean LLC (OH)	6,147,550
RX BENCHMARKS	U.S.	Protean LLC (NC)	6,241,850
PROTEAN	U.S.	Protean LLC (NC)	3,758,619
	U.S.	Eversana Life Science Services, LLC	4,817,524
BEXR LOGISTIX	U.S.	Eversana Life Science Services, LLC	5,046,568
	U.S.	Eversana Life Science Services, LLC	5,046,569