

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercury Healthcare, Inc.		08/09/2022	Corporation: DELAWARE
MNG Health LLC		08/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as collateral agent		
Street Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4142196	CONNECTEDCAMPAIGNS	
Registration Number:	3634959	EVARIANT	
Registration Number:	6689550	HG FUSION	
Registration Number:	6547533	HG FUSION	
Registration Number:	6520683		
Registration Number:	6520684		
Registration Number:	6291091	HG MERCURY	
Registration Number:	6510333		
Registration Number:	6398055	MERCURY	
Registration Number:	4193685	TRAININGDIRECT	
Registration Number:	4875117	SPEAKERDIRECT	
Registration Number:	4016613	REPMAIL	
Registration Number:	4217781	ADVISORDIRECT	
Registration Number:	4294884	NEXGEN RXMARKETING	
Registration Number:	5178533	MARKETINGDIRECT	
Registration Number:	5214112	COMMUNITYDIRECT	
Registration Number:	5214113	EVENTDIRECT	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5217319	ENGINEERED TO ENGAGE
Registration Number:	5268169	MANAGED CARE NEWSCHANNEL
Registration Number:	5268170	HCP RESPONSE NEWSCHANNEL
Registration Number:	5268171	SALES NEWSCHANNEL
Registration Number:	3564212	FIELD NEWSCHANNEL
Registration Number:	3595781	ATTENDEE NEWSCHANNEL
Registration Number:	3616846	SPEAKER NEWSCHANNEL
Registration Number:	3856093	TARGET NEWSCHANNEL
Registration Number:	4193596	MEETINGDIRECT
Registration Number:	5092365	MNG DIRECT
Registration Number:	5092245	MNG DIRECT
Serial Number:	90779117	MERCURY
Serial Number:	90779159	MERCURY

CORRESPONDENCE DATA

Fax Number: 2022637507

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: 2028357507

Email: dcip@milbank.com

Correspondent Name: Javier Ramos

Address Line 1: 1850 K St. NW

Address Line 2: Suite 1100

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.74200

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 08/25/2022

Total Attachments: 5

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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 9, 2022, is made by the undersigned (each a “Grantor”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated June 5, 2015, as amended by Amendment No. 1 to Credit Agreement, dated as of March 8, 2017, Amendment No. 2 to Credit Agreement, dated as of September 15, 2017, Amendment No. 3 to Credit Agreement, dated as of February 23, 2021, and as may be further amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IB Aggregator II L.P., a Delaware limited partnership (“Parent II”), Indigo Intermediate Co II, LLC, a Delaware limited liability company (“IntermediateCo II” and, together with Parent II, each a “Parent” and collectively, the “Parents”), Indigo Merger Sub II, LLC (the “Initial Borrower”), and, following the consummation of the Acquisition (including the mergers contemplated by the Acquisition Agreement), MH Sub I, LLC, a Delaware limited liability company (“LLC Borrower” and, together with the Initial Borrower, each a “Borrower” and collectively, the “Borrowers”), the Lenders from time to time party thereto, and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of July 8, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

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 the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, 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.

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 (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

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.

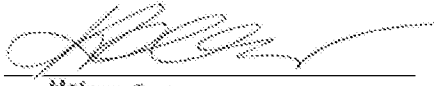
MERCURY HEALTHCARE, INC.,
as a Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: CFO

MNG HEALTH LLC,
as a Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: CFO

ROYAL BANK OF CANADA,
as the Collateral Agent

By: 
Name: Helena Sadowski
Title: Manager, Agency

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Mercury Healthcare, Inc.	85/424,050	4142196	CONNECTEDCAMPAIGNS
Mercury Healthcare, Inc.	77/608,633	3634959	EVARIANT
Mercury Healthcare, Inc.	90/463,070	6689550	HG FUSION
Mercury Healthcare, Inc.	90/463,074	6547533	HG FUSION
Mercury Healthcare, Inc.	90/463,099	6520683	HG FUSION (DESIGN)
Mercury Healthcare, Inc.	90/463,105	6520684	HG FUSION (DESIGN)
Mercury Healthcare, Inc.	88/957,564	6291091	HG MERCURY
Mercury Healthcare, Inc.	90/402,433	6510333	M (DESIGN)
Mercury Healthcare, Inc.	88/957,555	6398055	MERCURY
Mercury Healthcare, Inc.	90/779,117	--	MERCURY
Mercury Healthcare, Inc.	90/779,159	--	MERCURY
MNG Health LLC	85/482,739	4193685	TRAININGDIRECT
MNG Health LLC	86/249,684	4875117	SPEAKERDIRECT
MNG Health LLC	77/946,142	4016613	REPMAIL
MNG Health LLC	85/556,812	4217781	ADVISORDIRECT
MNG Health LLC	85/606,704	4294884	NEXGEN RXMARKETING
MNG Health LLC	87/301,653	5178533	MARKETINGDIRECT
MNG Health LLC	87/219,506	5214112	COMMUNITYDIRECT
MNG Health LLC	87/219,549	5214113	EVENTDIRECT
MNG Health LLC	87/209,717	5217319	ENGINEERED TO ENGAGE
MNG Health LLC	87/338,289	5268169	MANAGED CARE NEWSCHANNEL
MNG Health LLC	87/338,331	5268170	HCP RESPONSE NEWSCHANNEL
MNG Health LLC	87/338,341	5268171	SALES NEWSCHANNEL
MNG Health LLC	77/495,021	3564212	FIELD NEWSCHANNEL
MNG Health LLC	77/292,871	3595781	ATTENDEE NEWSCHANNEL
MNG Health LLC	77/292,974	3616846	SPEAKER NEWSCHANNEL
MNG Health LLC	77/922,750	3856093	TARGET NEWSCHANNEL
MNG Health LLC	85/472,811	4193596	MEETINGDIRECT
MNG Health LLC	86/722,182	5092365	MNG DIRECT
MNG Health LLC	86/693,536	5092245	MNG DIRECT

TRADEMARK