

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778206

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900721877

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KBS, LLC		09/23/2022	Limited Liability Company: OHIO
MEDIQUANT, LLC		09/23/2022	Limited Liability Company: OHIO
HEALTH EFORMATICS, LLC		09/23/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive, HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94052
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	1845487	KB-SQL
<b>Registration Number:</b>	6462069	OPENARK
<b>Registration Number:</b>	4394040	THE RIGHTPATH

## 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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1790671 TM
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas

<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	01/04/2023
<b>Total Attachments: 6</b> source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page1.tif source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page2.tif source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page3.tif source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page4.tif source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page5.tif source=Active_129216297_4_MediQuant (Silversmith) - KBS Trademark Security Agreement - Sep-23-2022#page6.tif	

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

This **TRADEMARK SECURITY AGREEMENT SUPPLEMENT** (this “*Supplement*”), dated as of September 23, 2022, is entered into by and between KBS, LLC, an Ohio limited liability company, Health Eformatics, LLC, a Delaware limited liability company and MediQuant, LLC, an Ohio limited liability company (the “*Grantors*”) and **SILICON VALLEY BANK**, as Administrative Agent (the “*Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as August 31, 2018, among the Agent, Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as August 31, 2018, among Grantors, the other Loan Parties party thereto, the Lenders from time to time party thereto, and the Agent (as amended by that certain First Amendment to Credit Agreement, dated as of April 13, 2022, that certain Consent and Second Amendment to Credit Agreement, dated as of August 26, 2022, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

WHEREAS, Grantors are party to that certain Trademark Security Agreement, dated as of August 31, 2018, among the Agent, Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Existing Trademark Security Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by each Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of each Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds, Supporting Obligations and products of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. For the purposes of this Supplement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof;

provided that, no Lien or security interest shall be granted in, and the term "Trademarks" shall not include, Excluded Assets.

(b) The Existing Trademark Security Agreement, as supplemented by Schedule A hereto, contains a true and accurate list of all of each Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Supplement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Supplement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. 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 LAWS OF THE STATE OF NEW YORK.**

4. Counterparts

This Agreement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

6900 S. Edgerton Rd, Suite 100  
Brecksville, OH 44141

GRANTOR:

**KBS, LLC,**  
as Grantor

By: 

Name: Michael Vantusko

Title: Chief Financial Officer

Address of Grantor:

6900 S. Edgerton Rd, Suite 100  
Brecksville, OH 44141

GRANTOR:

**MEDIQUANT, LLC,**  
as Grantor

By: 

Name: Michael Vantusko

Title: Chief Financial Officer

Address of Grantor:

6900 S. Edgerton Rd, Suite 100  
Brecksville, OH 44141

GRANTOR:

**HEALTH EFORMATICS, LLC,**  
as Grantor

By: 

Name: Michael Vantusko

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

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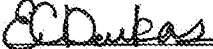
**TRADEMARK**  
**REEL: 007897 FRAME: 0660**

Address of Agent:

275 Grove Street  
Newton, Massachusetts 02466  
Attention: Ms. Erika Daukas  
Facsimile No.: 617-969-4395

AGENT:

**SILICON VALLEY BANK,**  
as Agent

By:   
Name: Erika Daukas  
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	1845487	7/19/1994	9/20/1993	KBS, LLC	KBL_SQL
USPTO	6462069	08/24/2021	11/19/2020	MediQuant, LLC	OPENARK
USPTO	4394040	08/27/2013	12/21/2012	Health Eformatics, LLC	THE RIGHTPATH

Pending Trademark Applications

None.