

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI188605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gebbs Healthcare Solutions Inc.		04/24/2024	Corporation: NEW JERSEY
Contact Centers Dominicana, S.A.		04/24/2024	Stock Corporation: PANAMA
Amergent Capital LLC		04/24/2024	Limited Liability Company: CAYMAN ISLANDS
Arryn Capital Corp.		04/24/2024	Stock Corporation: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	HSBC BANK USA, National Association		
<b>Street Address:</b>	239 Van Rensselaer Street		
<b>Internal Address:</b>	Larkin U Building		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14210		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97849443	ICB	
<b>Serial Number:</b>	98280603	MRA	
<b>Serial Number:</b>	98280514	CPA MEDICAL BILLING	
<b>Serial Number:</b>	98161088	CCD HEALTH	
<b>Serial Number:</b>	87080287	GEBBS	
<b>Serial Number:</b>	87080498	IP2P	
<b>Serial Number:</b>	87080522	IAR	
<b>Serial Number:</b>	87080468	FLEXCODE	
<b>Serial Number:</b>	87080428	ICODE ASSURANCE	
<b>Serial Number:</b>	87080304	ICODE	
<b>Serial Number:</b>	87080483	ICODE	
<b>Serial Number:</b>	90146157	ICRA WORKFLOW	
<b>Serial Number:</b>	90146118	ICODE WORKFLOW	

CH \$465.00.00 97849443

Property Type	Number	Word Mark
Serial Number:	90563365	ICAE INTEGRATED COGNITIVE ANALYTICAL ENGINE
Serial Number:	86665506	PROCODER
Serial Number:	85542629	PROAUDITOR
Serial Number:	85822816	AVIACODE
Serial Number:	77462952	COMMITTED TO CODING. COMMITTED TO YOU.

**CORRESPONDENCE DATA**

Fax Number: 3059615812

*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: 3055790812

Email: ipmiami@gtlaw.com,mrv@gtlaw.com

Correspondent Name: Manuel R. Valcarcel Esq.

Address Line 1: 333 S.E. 2nd Avenue, 44th Floor

Address Line 2: Greenberg Traurig, P.A.

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	195093015700
NAME OF SUBMITTER:	Mary Marcos
SIGNATURE:	Mary Marcos
DATE SIGNED:	04/25/2024

**Total Attachments: 12**

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- source=GeBBS - Trademark Security Agreement (April 2024) (Executed)#page2.tif
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of April 24, 2024, by GEBBS HEALTHCARE SOLUTIONS INC., a New Jersey corporation, CONTACT CENTERS DOMINICANA, S. A., a Panama stock corporation, AMERGENT CAPITAL LLC, a Cayman Islands limited liability company, and ARRYN CAPITAL CORP., a Panama stock corporation (each individually, the “Grantor,” and collectively, the “Grantors”), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association (together with its participants, successors and assigns, the “Secured Party”).

### Recitals

A. The Grantors, the other Loan Parties, as defined therein, and the Secured Party are parties to that certain Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has pledged, assigned and granted to the Secured Party a first-priority security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Obligations.

C. Pursuant to the terms of the Loan Agreement, each Grantor is required to execute and deliver to the Secured Party this Agreement.

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

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Loan Agreement and the other Loan Documents, each Grantor hereby grants to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following (the “IP Collateral”), whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

provided, in no event shall the IP Collateral include any Excluded Property.

The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Loan Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each of the Grantors and the Secured Party. No failure or delay by the Secured Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement emailed in .pdf format or by any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The parties agree and consent to the use of electronic signatures solely for the purposes of executing this Agreement or any related transactional document (including any amendments thereto). Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTORS:**

**GEBBS HEALTHCARE SOLUTIONS INC.,**  
a New Jersey corporation

By: \_\_\_\_\_  
Name: Milind Godbole  
Title: President and Secretary

**CONTACT CENTERS DOMINICANA, S. A.,**  
a Panama stock corporation

By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**AMERGENT CAPITAL LLC,**  
a Cayman Islands limited liability company

By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Manager and Chief Executive Officer

**ARRYN CAPITAL CORP.,**  
a Panama stock corporation

By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**SECURED PARTY:**

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_  
Name: Jonathon Austin  
Title: SVP

*Signature Page to Trademark Security Agreement*

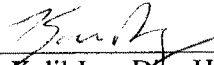
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**GRANTORS:**

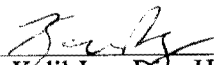
**GEBBS HEALTHCARE SOLUTIONS INC.,**  
a New Jersey corporation

By: \_\_\_\_\_  
Name: Milind Godbole  
Title: President and Secretary

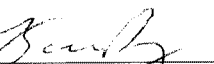
**CONTACT CENTERS DOMINICANA, S. A.,**  
a Panama stock corporation

By:  \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**AMERGENT CAPITAL LLC,**  
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By:  \_\_\_\_\_  
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a Panama stock corporation

By:  \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**SECURED PARTY:**

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_  
Name: Jonathon Austin  
Title: SVP

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Name: Milind Godbole  
Title: President and Secretary

**CONTACT CENTERS DOMINICANA S.A.,**  
a Panama stock corporation

By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**AMERGENT CAPITAL LLC,**  
a Cayman Islands limited liability company

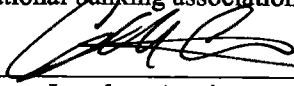
By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
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a Panama stock corporation

By: \_\_\_\_\_  
Name: Kalil Jose Diaz Hache  
Title: Authorized Signatory

**SECURED PARTY:**

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
a national banking association

By:  \_\_\_\_\_  
Name: Jonathon Austin  
Title: SVP

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARK APPLICATIONS

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
ICB	ICB	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.		97849443		21-Mar-2023	United States Patent and Trademark Office (USPTO) under United States Code (USC).
MRA logo	MRA logo	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.		98280603		21 Nov 2023	United States Patent and Trademark Office (USPTO) under United States Code (USC).
CPA Medical Billing	CPA Medical Billing	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.		98280514		21 Nov 2023	United States Patent and Trademark Office (USPTO) under United States Code (USC).
CCD HEALTH	CCD HEALTH	Contact Centers Dominicana, S. A.	Contact Centers Dominicana, S. A.		98161088		1-Sep-2023	United States Patent and Trademark Office



Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
								(USPTO) under United States Code (USC).

TRADEMARKS

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
GeBBS	GeBBS	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5164497	87080287	21-Mar-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
ip2P	ip2P	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5145481	87080498	21-Feb-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iAR	iAR	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5145482	87080522	21-Feb-17	22-Jun-2016	United States Patent and Trademark Office

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
								(USPTO) under United States Code (USC).
FlexCode	FlexCode	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5150089	87/080468	28-Feb-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode Assurance	iCode Assurance	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5258960	87/080428	8-Aug-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode	iCode	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5299161	87/080304	3-Oct-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
iCode logo	iCode logo	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5258961	87080483	8-Aug-17	22-Jun-2016	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode Workflow	iCode Workflo w	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	6423779	90146157	20-Jul-2021	28-Aug-20	United States Patent and Trademark Office (USPTO) under United States Code (USC).
iCode Workflow	iCode Workflow	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	6328144	90146118	20-Apr-2021	28-Aug-20	United States Patent and Trademark Office (USPTO) under United States Code (USC).

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
iCAe INTEGRATED COGNITIVE ANALYTICAL ENGINE	iCAe INTEGRATED COGNITIVE ANALYTICAL ENGINE	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	6621345	90563365	18-Jan-2022	5-Mar-21	United States Patent and Trademark Office (USPTO) under United States Code (USC).
PROCODER	PROCODER	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	5020285	86665506	16-Aug- 2016	17-Jun- 2015	United States Patent and Trademark Office (USPTO) under United States Code (USC).
PROAUDITOR	PROAUDITOR	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	4233008	85542629	30-Oct-2012	14-Feb- 2012	United States Patent and Trademark Office (USPTO) under United States Code (USC).
AVIACODE	AVIACODE	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare	4689154	85622816	17-Feb-2015	14-Jan-2013	United States Patent and

Provide Name	Application Name	Owner	Applicant	Registration Number	Application Number	Date Issued	Application Filed	Granting Jurisdiction
COMMITTED TO CODING; COMMITTED TO YOU	COMMITTED TO CODING; COMMITTED TO YOU	GeBBS Healthcare Solutions Inc.	GeBBS Healthcare Solutions Inc.	3636511	77462952	9-Jun-2009	1-May-2008	United States Patent and Trademark Office (USPTO) under United States Code (USC).
CCD CONTACT CENTERS	CCD CONTACT CENTERS	Contact Centers Dominicana, S. A.	Contact Centers Dominicana, S. A.	770203	2023-60882	16-Oct-2023	13-Oct-2023	National Office of Industrial Property (ONAPI) of the Dominican Republic
CCD HEALTH	CCD HEALTH	Contact Centers Dominicana, S. A.	Contact Centers Dominicana, S. A.	673663	2021-58895	21-Feb-2022	20-Oct-2021	National Office of Industrial Property (ONAPI) of the Dominican Republic

TRADEMARK LICENSES  
None.

ACTIVE 696529111V3