

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIWARE INFORMATION SYSTEMS, INC. as Grantor		02/09/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3865378	CARETINUUM	
Registration Number:	2660405	HOMECARENET	
Registration Number:	2395330	MESTAMED	
Registration Number:	1977065	SMART CLIPBOARD	
Registration Number:	3922801		
Registration Number:	3888336	BLOOD MANAGEMENT EXCHANGE	
Registration Number:	3888337	BLOOD MANAGEMENT UNIVERSITY	
Registration Number:	3691240	BLOODSTAT	
Registration Number:	4015453	E4	
Registration Number:	2426518	WORX	
Registration Number:	4872876	BLOODSAFE	
Registration Number:	3469894	BLOODSAFE	
Registration Number:	4765620	CARETEND	
Registration Number:	2387330	HEMOCARE	
Registration Number:	4585330	HOMECARE 360°	
Registration Number:	2091578	LIFETRAK	
Registration Number:	4192840	MEDIMAR	
Registration Number:	3978177	MEDIWARE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4967177	TRANSTEM
Registration Number:	2426523	WORX
Registration Number:	2112695	WORX
Registration Number:	4269668	ATTIGO
Registration Number:	3739607	MEDILINKS
Registration Number:	2764324	MEDILINKS
Registration Number:	3508523	MEDISERVE
Registration Number:	4046534	MEDISERVE ACHIEVE
Registration Number:	3774412	SPECTRASOFT
Serial Number:	87262322	BLOOD MANAGEMENT EXCHANGE
Serial Number:	87262470	BLOOD MANAGEMENT UNIVERSITY

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.

Email: jbraibanti@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	21152-008
NAME OF SUBMITTER:	Jill C. Braibanti
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	02/22/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 9, 2017, by and among **MEDIWARE INFORMATION SYSTEMS, INC.**, a New York corporation (“Grantor”) and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of February 9, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. 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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIWARE INFORMATION SYSTEMS, INC.

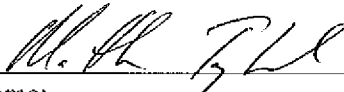
By: 

Name: Robert W. Watkins

Title: Chief Financial Officer

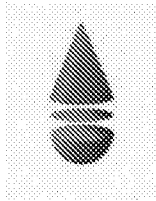
Accepted and Agreed:


CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date [Application Date]
Mediware Information Systems, Inc.	CARETIUUM	3865378	U.S. Federal	10/19/10
Mediware Information Systems, Inc.	HEMOCARENET	2660405	U.S. Federal	12/10/02
Mediware Information Systems, Inc.	MESTAMED	2395330	U.S. Federal	10/17/00
Mediware Information Systems, Inc.	SMART CLIPBOARD	1977065	U.S. Federal	05/28/96
Mediware Information Systems, Inc.		3922801	U.S. Federal	02/22/11
Mediware Information Systems, Inc.	BLOOD MANAGEMENT EXCHANGE	3888336	U.S. Federal	12/07/10
Mediware Information Systems, Inc.	BLOOD MANAGEMENT UNIVERSITY	3888337	U.S. Federal	12/07/10
Mediware Information Systems, Inc.	BLOODSTAT	3691240	U.S. Federal	10/06/09
Mediware Information Systems, Inc.	E4	4015453	U.S. Federal	08/23/11

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date [Application Date]
Mediware Information Systems, Inc.		2426518	U.S. Federal	02/06/01
Mediware Information Systems, Inc.	BLOODSAFE	4872876	U.S. Federal	12/22/15
Mediware Information Systems, Inc.	BLOODSAFE	3469894	U.S. Federal	07/15/08
Mediware Information Systems, Inc.	CARETEND	4765620	U.S. Federal	06/30/15
Mediware Information Systems, Inc.	HEMOCARE	2387330	U.S. Federal	09/19/00
Mediware Information Systems, Inc.	HEMOCARE 360°	4585330	U.S. Federal	08/12/14
Mediware Information Systems, Inc.	LIFETRAK	2091578	U.S. Federal	08/26/97
Mediware Information Systems, Inc.	MEDIMAR	4192840	U.S. Federal	08/21/12
Mediware Information Systems, Inc.	MEDIWARE	3978177	U.S. Federal	06/14/11
Mediware Information Systems, Inc.	TRANSTEM	4967177	U.S. Federal	05/31/16
Mediware Information Systems, Inc.	WORX	2426523	U.S. Federal	02/06/01
Mediware Information Systems, Inc.	WORX	2112695	U.S. Federal	11/11/97
Mediware Information Systems, Inc.	ATTIGO	4269668	U.S. Federal	01/01/13

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date [Application Date]
Mediware Information Systems, Inc.	MEDILINKS	3739607	U.S. Federal	01/19/10
Mediware Information Systems, Inc.	MEDILINKS	2764324	U.S. Federal	09/16/03
Mediware Information Systems, Inc.	MEDISERVE	3508523	U.S. Federal	09/30/08
Mediware Information Systems, Inc.	MEDISERVE ACHIEVE	4046534	U.S. Federal	10/25/11
Mediware Information Systems, Inc.	SPECTRASOFT	3774412	U.S. Federal	04/13/10
Mediware Information Systems, Inc.	BLOOD MANAGEMENT EXCHANGE	87262322	U.S. Federal	12/08/16
Mediware Information Systems, Inc.	BLOOD MANAGEMENT UNIVERSITY	87262470	U.S. Federal	12/08/16