

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466108

| | | | |
|---|---|--|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HEALTH STRATEGIES GROUP, LLC | | 03/16/2018 | Limited Liability Company: CALIFORNIA |
| ALLIANCE LIFE SCIENCES CONSULTING GROUP, INC. | | 03/16/2018 | Corporation: DELAWARE |
| DOHMEN LIFE SCIENCE SERVICES, LLC | | 03/16/2018 | Limited Liability Company: WISCONSIN |
| ACCESS COMMUNICATIONS, LLC | | 03/16/2018 | Limited Liability Company: DELAWARE |
| S3 STRATEGIC SELLING SOLUTIONS, LLC | | 03/16/2018 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT | | |
| Street Address: | 127 Public Square | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3005692 | HEALTH STRATEGIES GROUP | |
| Registration Number: | 4312626 | PRICENTRIC | |
| Registration Number: | 5379239 | PRICENTRIC | |
| Registration Number: | 4301724 | PRICERIGHT | |
| Serial Number: | 87490753 | MEMBERCENTRIC | |
| Registration Number: | 4389556 | SELLING BEYOND THE SCIENCE | |
| Registration Number: | 4269792 | BEHIND THE GLASS | |
| Registration Number: | 4299508 | COST & COVERAGE | |
| Registration Number: | 4511301 | FLIP | |
| Registration Number: | 4511302 | FORMULARY INTEGRATION AND PULL-THROUGH | |
| Registration Number: | 4269802 | VPROP | |
| Registration Number: | 4960671 | PEER CONNECT | |

CH \$765.00 3005692

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4960672 | PEER CONNECT ENHANCED VIRTUAL MEETINGS S |
| Registration Number: | 4860416 | ACCESS LTC DRIVING INSIGHTS. UNTAPPING G |
| Registration Number: | 4222414 | AG THE ACCESS GROUP |
| Registration Number: | 4605815 | CCESSALLIANCE |
| Registration Number: | 4126263 | PROMIDIAN |
| Registration Number: | 3116532 | CENTRIC |
| Serial Number: | 86887893 | CENTRIC CONNECT |
| Serial Number: | 86887896 | CENTRIC HEALTH RESOURCES |
| Registration Number: | 2694490 | DDN |
| Registration Number: | 4251623 | DDN URGENT ACCESS |
| Registration Number: | 4251624 | DDN URGENT ACCESS |
| 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 |

CORRESPONDENCE DATA

Fax Number: 2165790212

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: (216) 586-3939

Email: skoston@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 601755-185102 |
| NAME OF SUBMITTER: | Michael E. Grathwol |
| SIGNATURE: | /Michael E. Grathwol/ |
| DATE SIGNED: | 03/19/2018 |

Total Attachments: 10

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First Lien Trademark Security Agreement

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2018 (this “**Agreement**”), among HEALTH STRATEGIES GROUP, LLC, a California limited liability company, ALLIANCE LIFE SCIENCES CONSULTING GROUP, INC., a Delaware corporation, DOHMEN LIFE SCIENCE SERVICES, LLC, a Wisconsin limited liability company, ACCESS COMMUNICATIONS, LLC, a Delaware limited liability company, S3 STRATEGIC SELLING SOLUTIONS, LLC, a New Jersey limited liability company (collectively, the “**Grantors**” and each, a “**Grantor**”), and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, LSCS HOLDINGS, INC. (the “**Parent Borrower**”), LSCS COMPLIANCE HOLDINGS, INC. (“**Co-Borrower 1**”), LSCS SAFARI HOLDINGS, INC. (“**Co-Borrower 2**” and, collectively with the Parent Borrower, Co-Borrower 1 and any Additional Borrowers from time to time party to the Credit Agreement (as defined below), the “**Borrowers**”), WS LSCS INTERMEDIATE HOLDINGS, LLC (“**Holdings**”), the Lenders party thereto, KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and L/C Issuer, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of March 16, 2018 (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 and the LC Issuer has agreed to issue Letters of Credit to the Borrowers 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 First 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 March 16, 2018, among the Parent Borrower, Co-Borrower 1, Co-Borrower 2, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which each 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 to induce the issuance of the Letters of Credit 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 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.

[Remainder of this page intentionally left blank]


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

HEALTH STRATEGIES GROUP, LLC,
as a Grantor

By: 


Name: Peter Strothman
Title: Authorized Signatory

ALLIANCE LIFE SCIENCES CONSULTING
GROUP, INC.,
as a Grantor

By: 


Name: Peter Strothman
Title: Authorized Signatory

DOHMEN LIFE SCIENCE SERVICES, LLC,
as a Grantor

By: 

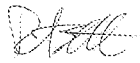
Name: Peter Strothman
Title: Authorized Signatory

ACCESS COMMUNICATIONS, LLC,
as a Grantor

By: 

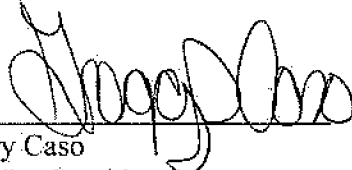
Name: Peter Strothman
Title: Authorized Signatory

S3 STRATEGIC SELLING SOLUTIONS, LLC,
as a Grantor

By:  _____

Name: Peter Strothman
Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Gregory Caso
Title: Senior Vice President

Schedule I

United States Trademarks and Trademark Applications

Health Strategies Group, LLC

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No. App. No.</u> |
|-------------------------|----------------|---------------------------------|------------------------------|
| Health Strategies Group | U.S. | Health Strategies Group, LLC | 3,005,692 |

Alliance Life Sciences Consulting Group, Inc.

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No. App. No.</u> |
|-------------------|----------------|--|------------------------------|
| PRICENTRIC (logo) | U.S. | Alliance Life Sciences Consulting Group, Inc. | 4,312,626 |
| PRICENTRIC (word) | U.S. | Alliance Life Sciences Consulting Group, Inc. | 5,379,239 |
| PriceRight | U.S. | Alliance Life Sciences Consulting Group, Inc. | 4,301,724 |
| MEMBERCENTRIC | U.S. | Alliance Life Sciences Consulting Group, Inc. | 87/490,753 |

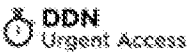

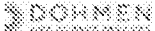

S3 Strategic Selling Solutions, LLC

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No. App. No.</u> |
|-------------------------------|----------------|--|------------------------------|
| SELLING BEYOND THE SCIENCE | U.S. | S3 Strategic Selling Solutions, LLC | 4,389,556 |

Access Communications, LLC

| Mark | Country | Record Owner | Reg. No. App. No. |
|--|----------------|----------------------------|------------------------------|
| BEHIND THE GLASS | U.S. | Access Communications, LLC | 4,269,792 |
| COST & COVERAGE | U.S. | Access Communications, LLC | 4,299,508 |
| FLIP | U.S. | Access Communications, LLC | 4,511,301 |
| FORMULARY INTEGRATION AND PULL-THROUGH | U.S. | Access Communications, LLC | 4,511,302 |
| VPROP | U.S. | Access Communications, LLC | 4,269,802 |
| PEER CONNECT | U.S. | Access Communications, LLC | 4,960,671 |
| PEER CONNECT ENHANCED VIRTUAL MEETINGS SOLUTIONS (with Design) | U.S. | Access Communications, LLC | 4,960,672 |
| ACCESS LTC DRIVING INSIGHTS. UNTAPPING GROWTH OPPORTUNITIES. (with Design) | U.S. | Access Communications, LLC | 4,860,416 |
| AG THE ACCESS GROUP (with Design) | U.S. | Access Communications, LLC | 4,222,414 |
| CCESSALLIANCE (with Design) | U.S. | Access Communications, LLC | 4,605,815 |
| PROMIDIAN (with Design) | U.S. | Access Communications, LLC | 4,126,263 |
| BEHIND THE GLASS | U.S. | Access Communications, LLC | 4,269,792 |

Dohmen Life Science Services, LLC

| Mark | Country | Record Owner | Reg. No. App. No. |
|--|----------------|-----------------------------------|------------------------------|
| CENTRIC | U.S. | Dohmen Life Science Services, LLC | 3,116,532 |
| CENTRIC CONNECT | U.S. | Dohmen Life Science Services, LLC | (86/887,893) |
| CENTRIC HEALTH RESOURCES | U.S. | Dohmen Life Science Services, LLC | (86/887,896) |
| DDN | U.S. | Dohmen Life Science Services, LLC | 2,694,490 |
| DDN URGENT ACCESS | U.S. | Dohmen Life Science Services, LLC | 4,251,623 |
| DDN URGENT ACCESS & Design  | U.S. | Dohmen Life Science Services, LLC | 4,251,624 |
| DOHMEN LIFE SCIENCE SERVICES | U.S. | Dohmen Life Science Services, LLC | 4,726,332 |
| DOHMEN LIFE SCIENCE SERVICES | U.S. | Dohmen Life Science Services, LLC | 4,884,270 |
| DOHMEN LIFE SCIENCE SERVICES & Design  | U.S. | Dohmen Life Science Services, LLC | 4,722,420 |
| DOHMEN LIFE SCIENCE SERVICES & Design  | U.S. | Dohmen Life Science Services, LLC | 4,884,271 |
| PATIENT CENTERED HEALTH MANAGEMENT | U.S. | Dohmen Life Science Services, LLC | 3,263,440 |
| R & Design  | U.S. | Dohmen Life Science Services, LLC | 2,775,295 |

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>App. No.</u> |
|-------------|----------------|--------------------------------------|------------------------------------|
| REGLERA | U.S. | Dohmen Life Science Services, LLC | 2,764,050 |