

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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	
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	
Registration Number:	4960672	PEER CONNECT ENHANCED VIRTUAL MEETINGS S	

TRADEMARK

Property Type	Number	Word Mark
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
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
Serial Number:	87490753	MEMBERCENTRIC
Serial Number:	86887893	CENTRIC CONNECT
Serial Number:	86887896	CENTRIC HEALTH RESOURCES

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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This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated March 16, 2018 among KeyBank National Association, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, KeyBank National Association, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by LSCS Holdings, Inc., as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Trademark Security Agreement

SECOND 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**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second 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 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 Second 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 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.

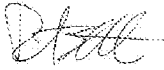
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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: 

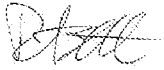
Name: Peter Strothman
Title: Authorized Signatory

DOHMEN LIFE SCIENCE SERVICES, LLC,
as a Grantor

By: 


Name: Peter Strothman
Title: Authorized Signatory

ACCESS COMMUNICATIONS, LLC,
as a Grantor

By: 

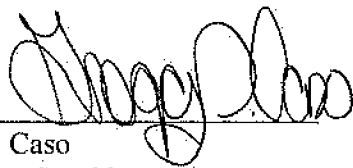
Name: Peter Strothman
Title: Authorized Signatory

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.</u> <u>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.</u> <u>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

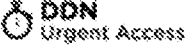
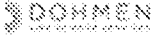
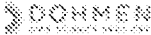

S3 Strategic Selling Solutions, LLC

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>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