

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inovalon, Inc.		03/02/2020	Corporation: DELAWARE
Avalere Health, LLC		03/02/2020	Limited Liability Company: MARYLAND
ABILITY Network Inc.		03/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	88089624	ECT
Serial Number:	88398259	
Serial Number:	88752220	ABILITY NAVIGATOR
Registration Number:	5676137	ABILITY SMARTFORCE
Registration Number:	5719258	ABILITY SECUREPAY
Registration Number:	5829310	ABILITY HEALTH
Registration Number:	5860457	ABILITY INFECTIONWATCH
Registration Number:	5860505	ABILITY INSIGHT
Registration Number:	5540401	SCRIPTMED
Registration Number:	5591538	DATA HAS A STORY TO TELL. WE GIVE IT A V
Registration Number:	5471470	INOVALON ONE
Registration Number:	5493700	CLICK, CLICK, CLOSE
Registration Number:	5454747	EMPOWERING THE TRANSFORMATION FROM VOLUM
Registration Number:	5454746	TURNING DATA INTO INSIGHT AND INSIGHT IN
Registration Number:	5454740	EP4
Registration Number:	5514178	DDX
Registration Number:	5879511	QSI-XL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5528583	AVALERE BUNDLED PAYMENT PERFORMANCE NAVI

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1194393
NAME OF SUBMITTER:	Clarissa Macias Martinez
SIGNATURE:	/Clarissa Macias Martinez/
DATE SIGNED:	03/05/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

March 2, 2020

WHEREAS, Avalere Health, LLC, a Maryland limited liability company, ABILITY Network Inc. and Inovalon, Inc., Delaware corporations (herein referred to as the “**Grantors**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, INOVALON HOLDINGS, INC. (the “**Borrower**”), the financial institutions from time to time parties thereto as lenders (the “**Lenders**”), the issuing banks from time to time parties thereto and Morgan Stanley Senior Funding, Inc., as administrative agent (the “**Administrative Agent**”) are parties to a Credit Agreement dated as of April 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 2, 2018 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Grantors party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors have guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantors’ Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors grant to the Grantee, to secure the Grantors’ Secured Guarantee, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto (excluding any intent-to-use application), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantors is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantors (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantors under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; provided that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The Grantors irrevocably (until all of the Release Conditions are satisfied) constitute and appoint the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantors or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

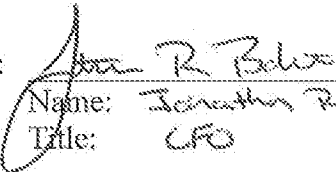
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

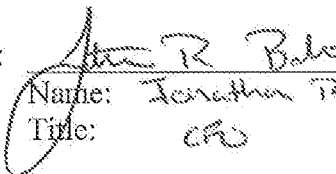
ABILITY NETWORK INC.

INOVALON, INC.

By: 
Name: Jonathan R. Baldt
Title: CFO

AVALERE HEALTH, LLC

By: Avalere Health, Inc., its Sole Member

By: 
Name: Jonathan R. Baldt
Title: CFO

Acknowledged:

**MORGAN STANLEY SENIOR
FUNDING, INC.,**
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ABILITY NETWORK INC.

INOVALON, INC.

By: _____
Name:
Title:

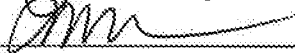
AVALERE HEALTH, LLC

By: Avalere Health, Inc., its Sole Member

By: _____
Name:
Title:

Acknowledged:

**MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent**

By:  _____
Name: Lisa Hanson
Title: Vice President


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006883 FRAME: 0710**

ABILITY NETWORK INC.

U.S. TRADEMARK REGISTRATIONS

Pending Trademark applications:

Owner	Trademark Notes	Application Number	Filing Date
Inovalon, Inc.	ECT	88/089624	January 15, 2019
ABILITY Network Inc.		88/398259	April 23, 2019
ABILITY Network Inc.	ABILITY NAVIGATOR	88/752220	January 9, 2020

Trademark registrations:

Owner	Trademark	Registration Number	Registration Date
ABILITY Network Inc.	ABILITY SMARTFORCE	5676137	February 12, 2019
ABILITY Network Inc.	ABILITY SECUREPAY	5719258	August 16, 2019
ABILITY Network Inc.	ABILITY HEALTH	5829310	April 9, 2019
ABILITY Network Inc.	ABILITY INFECTIONWATCH	5860457	September 17, 2019
ABILITY Network Inc.	ABILITY INSIGHT	5860505	September 7, 2019
Inovalon, Inc.	SCRIPTMED	5540401	November 11, 2019
Inovalon, Inc.	DATA HAS A STORY TO TELL. WE GIVE IT A VOICE.	5591538	October 23, 2018
Inovalon, Inc.	INOVALON ONE	5471470	November 15, 2018
Inovalon, Inc.	CLICK, CLICK, CLOSE	5493700	June 12, 2018
Inovalon, Inc.	EMPOWERING THE TRANSFORMATION FROM VOLUME TO VALUE	5454747	April 24, 2018

Owner	Trademark	Registration Number	Registration Date
Inovalon, Inc.	TURNING DATA INTO INSIGHT AND INSIGHT INTO ACTION – EMPOWERING THE TRANSFORMATION FROM VOLUME TO VALUE	5454746	April 24, 2018
Inovalon, Inc.	EP4	5454740	April 24, 2018
Inovalon, Inc.	DDX	5514178	July 10, 2018
Inovalon, Inc.	QSI-XL	5879511	October 8, 2019
Avalere Health, LLC	AVALERE BUDNELD PAYMENT PERFORMANCE NAVIGATOR	5528583	July 31, 2018

TRADEMARK

REEL: 006883 FRAME: 0713

RECORDED: 03/05/2020