

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D-M-S HOLDINGS, INC.		02/01/2022	Corporation: DELAWARE
CONVEY HEALTH SOLUTIONS, INC.		02/01/2022	Corporation: DELAWARE
UNITED STATES PHARMACEUTICAL GROUP, L.L.C.		02/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1250242	HEELBO
Registration Number:	5032900	HEELBO
Registration Number:	1375684	MEDIRULE
Registration Number:	3011712	HEALTHSMART
Registration Number:	2336124	MATCH MATES
Registration Number:	2595835	TAKING CARE OF YOUR HEALTHCARE NEEDS
Registration Number:	2508399	TENDER TYKES
Registration Number:	2674975	TENDER TYKES
Registration Number:	2586247	TINYTEMP
Registration Number:	4356204	BACTIX
Registration Number:	5006013	BRAZOS WALKING STICKS
Registration Number:	2458954	
Registration Number:	4310610	DIGISCAN
Registration Number:	1813353	DMI

OP \$1265.00 1250242

Property Type	Number	Word Mark
Registration Number:	0986984	DURO-MED
Registration Number:	2430702	DURO-MED
Registration Number:	3573825	FEVERVUE
Registration Number:	5663172	HABITAT
Registration Number:	4651677	HEALTHSMART
Registration Number:	5124723	HEALTHSMART
Registration Number:	2810125	ICE KOLD
Registration Number:	2951154	KOOL PRESS
Registration Number:	2232093	M
Registration Number:	2232096	MABIS
Registration Number:	2232092	MABIS HEALTHCARE INC.
Registration Number:	5016961	NOURISH BEAUTE
Registration Number:	5017182	NOURISH BEAUTY
Registration Number:	4119708	SAFE STEP
Registration Number:	5765628	SOFTLINK COMFORT ID
Registration Number:	2769132	SOL-R HEAT
Registration Number:	2752831	SOL-R HEAT
Registration Number:	1514497	STEIN'S
Registration Number:	3961002	SWITCH STICKS
Registration Number:	4481692	THERA BEADS
Registration Number:	1679850	THERABEADS
Registration Number:	1865695	THERABEADS
Registration Number:	4018826	ZOOTEMPS
Registration Number:	4160891	S.
Serial Number:	90231610	GHG A CONVEY COMPANY
Serial Number:	88861040	MIRAMAR:CONNECT
Serial Number:	88861082	MIRAMAR:BENEFITS
Serial Number:	88861016	MIRAMAR:CAPTURE
Serial Number:	88861009	MIRAMAR:RESOLVE
Serial Number:	88861027	MIRAMAR:FULFILL
Registration Number:	6616058	MIRAMAR:REVEAL
Registration Number:	6404692	OMT ONLINE MONITORING TOOL
Registration Number:	6404693	OMT ONLINE MONITORING TOOL
Registration Number:	6273185	CONVEY
Registration Number:	6273184	CONVEY
Registration Number:	6273183	CONVEY

CORRESPONDENCE DATA

**TRADEMARK
REEL: 007609 FRAME: 0341**

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	02/02/2022
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Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 1, 2022, by and among the signatories hereto (the “Grantors”), and Ares Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are parties to that certain First Lien Pledge and Security Agreement, dated as of September 4, 2019 (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 Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which Grantors are 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 that certain Amendment No. 5 to the First Lien Credit Agreement, dated as of February 1, 2022, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree 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. Grantors hereby pledge and grant 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) all Trademarks owned by or exclusively licensed to Grantors, including but not limited to the Trademarks 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 the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm 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 Grantors 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.

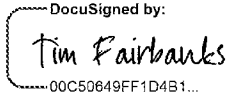
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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.

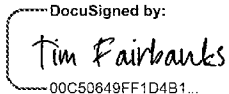
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

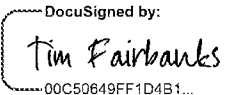
D-M-S Holdings, Inc.

By: 
Name: Timothy Fairbanks
Title: Chief Financial Officer

Convey Health Solutions, Inc.

By: 
Name: Timothy Fairbanks
Title: Chief Financial Officer

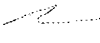
United States Pharmaceutical Group, L.L.C.
By: Convey Health Solutions Holdings, LLC, its member

By: 
Name: Timothy Fairbanks
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent




By: 
Name: Scott Lem
Title: Authorized Signatory




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007609 FRAME: 0346


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
HEELBO	73373596	1250242	D-M-S Holdings, Inc.
HEELBO and Design 	86659877	5032900	D-M-S Holdings, Inc.
MEDIRULE	73461022	1375684	D-M-S Holdings, Inc.
HEALTHSMART	76350934	3011712	D-M-S Holdings, Inc.
MATCH MATES	75727368	2336124	D-M-S Holdings, Inc.
TAKING CARE OF YOUR HEALTHCARE NEEDS	76204378	2595835	D-M-S Holdings, Inc.
TENDER TYKES	75573709	2508399	D-M-S Holdings, Inc.
TENDER TYKES and Design 	76396014	2674975	D-M-S Holdings, Inc.
TINYTEMP	76053289	2586247	D-M-S Holdings, Inc.
BACTIX	85428298	4356204	D-M-S Holdings, Inc.
BRAZOS WALKING STICKS	86658684	5006013	D-M-S Holdings, Inc.
Design Only 	75529131	2458954	D-M-S Holdings, Inc.

Trademark	Application No.	Registration No.	Owner
DIGISCAN	85614351	4310610	D-M-S Holdings, Inc.
DMI	74225622	1813353	D-M-S Holdings, Inc.
DURO-MED	72438620	0986984	D-M-S Holdings, Inc.
DURO-MED	75597850	2430702	D-M-S Holdings, Inc.
FEVERVUE	77428536	3573825	D-M-S Holdings, Inc.
HABITAT	87979355	5663172	D-M-S Holdings, Inc.
HEALTHSMART	86134888	4651677	D-M-S Holdings, Inc.
HEALTHSMART and Design 	86315845	5124723	D-M-S Holdings, Inc.
ICE KOLD	76479450	2810125	D-M-S Holdings, Inc.
KOOL PRESS	76584484	2951154	D-M-S Holdings, Inc.
M and Design 	75428135	2232093	D-M-S Holdings, Inc.
MABIS	75428138	2232096	D-M-S Holdings, Inc.
MABIS HEALTHCARE INC.	75428133	2232092	D-M-S Holdings, Inc.
NOURISH BEAUTE	86847332	5016961	D-M-S Holdings, Inc.
NOURISH BEAUTY	86853919	5017182	D-M-S Holdings, Inc.
SAFE STEP	85351267	4119708	D-M-S Holdings, Inc.
SOFTLINK COMFORT ID	88055356	5765628	D-M-S Holdings, Inc.
SOL-R HEAT	76479451	2769132	D-M-S Holdings, Inc.
SOL-R HEAT and Design 	76479452	2752831	D-M-S Holdings, Inc.

Trademark	Application No.	Registration No.	Owner
STEIN'S	73709436	1514497	D-M-S Holdings, Inc.
SWITCH STICKS	85071007	3961002	D-M-S Holdings, Inc.
THERA BEADS and Design 	85561703	4481692	D-M-S Holdings, Inc.
THERABEADS	74080431	1679850	D-M-S Holdings, Inc.
THERABEADS and Design 	74464732	1865695	D-M-S Holdings, Inc.
ZOOTEMPS	85221825	4018826	D-M-S Holdings, Inc.
S. (Stylized) 	85452595	4160891	D-M-S Holdings, Inc.
GHG A CONVEY COMPANY and Design 	90231610	N/A	Convey Health Solutions, Inc.
MIRAMAR:CONNECT	88861040	N/A	Convey Health Solutions, Inc.
MIRAMAR:BENEFITS	88861082	N/A	Convey Health Solutions, Inc.
MIRAMAR:CAPTURE	88861016	N/A	Convey Health Solutions, Inc.
MIRAMAR:RESOLVE	88861009	N/A	Convey Health Solutions, Inc.
MIRAMAR:FULFILL	88861027	6591198	Convey Health Solutions, Inc.

Trademark	Application No.	Registration No.	Owner
MIRAMAR:REVEAL	88861051	6616058	Convey Health Solutions, Inc.
OMT ONLINE MONITORING TOOL	88860923	6404692	Convey Health Solutions, Inc.
OMT ONLINE MONITORING TOOL and Design 	88860934	6404693	Convey Health Solutions, Inc.
CONVEY	87982989	6273185	United States Pharmaceutical Group, L.L.C.
CONVEY	87982988	6273184	United States Pharmaceutical Group, L.L.C.
CONVEY	87982987	6273183	United States Pharmaceutical Group, L.L.C.