

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revitas, Inc.		01/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Collateral Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4306386	FLEX	
Registration Number:	2459331	IMANY	
Registration Number:	2535589	IMANY	
Registration Number:	4306385	REVITAS	
Registration Number:	4520893	REVITASNOW	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>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.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	01/05/2017		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

January 5, 2017

WHEREAS, MODEL N, INC., a Delaware corporation, and REVITAS, INC., a Delaware corporation (collectively, the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TC LENDING, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

[Signature Page Follows]

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

MODEL N, INC.



By: _____

Name: Mark Tisdel

Title: Senior Vice President and Chief Financial Officer

REVITAS, INC.




By: _____

Name: Mark Tisdel

Title: President and Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Owner	Application No. Filing Date	Registration No. Registration Date
AZERITY	Model N, Inc.	78081971 30-AUG-2001	2571672 21-MAY-2002
MODEL N	Model N, Inc.	85744557 03-OCT-2012	4408468 24-SEP-2013
FLEX	Revitas, Inc.	85502353 22-DEC-2011	4306386 19-MAR-2013
IMANY	Revitas, Inc.	75862465 02-DEC-1999	2459331 12-JUN-2001
	Revitas, Inc.	75915749 10-FEB-2000	2535589 05-FEB-2002
REVITAS	Revitas, Inc.	85502342 22-DEC-2011	4306385 19-MAR-2013
REVITASNOW	Revitas, Inc.	86036853 13-AUG-2013	4520893 29-APR-2014