

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411271

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of a Security Interest - Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Model N, 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2571672 | AZERITY | |
| Registration Number: | 4408468 | MODEL N | |
| 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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| source=Model N - Trademark Security Agreement EXECUTED#page3.tif | | | |

OP \$65.00 2571672

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 |