

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VISTAR TECHNOLOGIES LLC		05/08/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	150 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4435046	SMARTLY CLOUDY	
<b>Registration Number:</b>	4324533	EVIPS	
<b>Registration Number:</b>	4299579	E-STATUS	
<b>Registration Number:</b>	3766661	VISTAR IMAGING PROFILER SYSTEM	
<b>Registration Number:</b>	3754466	VISTAR TECHNOLOGIES	
<b>Registration Number:</b>	4324534	EVIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	3125778518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		
<b>SIGNATURE:</b>	/rebecca dyson/		
<b>DATE SIGNED:</b>	05/08/2017		

CH \$165.00 4435046

**Total Attachments: 5**

source=Trademark Security Agreement - Vistar (Golub-Symplr)#page1.tif

source=Trademark Security Agreement - Vistar (Golub-Symplr)#page2.tif

source=Trademark Security Agreement - Vistar (Golub-Symplr)#page3.tif

source=Trademark Security Agreement - Vistar (Golub-Symplr)#page4.tif

source=Trademark Security Agreement - Vistar (Golub-Symplr)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2017, is between **VISTAR TECHNOLOGIES LLC**, a Delaware limited liability company (the “Grantor”), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the U.S. Trademark registrations and U.S. Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Vendor Credentialing Service LLC (d/b/a symplr), a Texas limited liability company (the “Borrower”) has entered into that certain Credit Agreement dated as of November 18, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and Grantor has joined the Credit Agreement by entering into that certain Joinder to Credit Agreement dated as of May 8, 2017, pursuant to which Grantor has agreed to guarantee the Obligations of the Borrower under the Credit Agreement; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of November 18, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Borrower, Grantee, and the other Persons party thereto as “Grantors” thereunder; and Grantor has joined the Security Agreement by entering into that certain Joinder to Security Agreement dated as of May 8, 2017, pursuant to which Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s 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 presently existing or hereafter created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations and U.S. Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks owned by Grantor including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature pages follow.]

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

**VISTAR TECHNOLOGIES LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Name: Richard Pleczko

Title: President and Chief Executive Officer

Acknowledged:

**GOLUB CAPITAL LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By: 

Name: Robert G. Tuschcherer

Title: Managing Director

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**U.S. TRADEMARKS**

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SMARTLY CLOUDY	85759677	10/22/12	4435046	11/19/13
EVIPS	85760000	10/22/12	4324533	4/23/13
EVIPS	85760052	10/22/12	4324534	4/23/13
E-STATUS	85714474	8/28/12	4299579	3/5/13
VISTAR IMAGING PROFILER SYSTEM	77786835	7/22/09	3766661	3/30/10
VISTAR TECHNOLOGIES	77786806	7/22/09	3754466	3/2/10