

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verscend Technologies, Inc.		04/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5297703	VERSCEND	
Registration Number:	2560301	MEDMEASURES	
Registration Number:	4106208	NAV-10	
Registration Number:	3755309	SOURCEMEASURES	
Registration Number:	2438562	STARS	
Registration Number:	4309138	STARSCOMMANDER	
Registration Number:	3094579	STARSENTINEL	
Registration Number:	4309137	STARSINFORMANT	
Registration Number:	4309139	STARSINTERCEPTOR	
Registration Number:	4345730	STARSSENTINEL	
Registration Number:	4309136	STARSSOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$290.00 5297703

TRADEMARK

ATTORNEY DOCKET NUMBER:	260607
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/18/2018

Total Attachments: 6

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Supplemental First Lien Trademark Security Agreement

Supplemental First Lien Trademark Security Agreement, dated as of April 17, 2018, by Verscend Technologies, Inc. (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the that certain First Lien Credit Agreement, dated as of June 1, 2016 (as amended by Amendment No. 1, dated as of February 1, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to that certain First Lien Security Agreement, dated as of June 1, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms 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. In the event that any provision of this Supplemental First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Supplemental First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental First Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

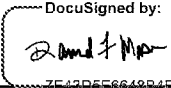
SECTION 7. Closing Date Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Supplemental First Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Supplemental First Lien Trademark Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Closing Date Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

VERSCEND TECHNOLOGIES, INC.

By: 
 DocuSigned by:
 7E43D6E6649B4ED...
 Name: David Mason
 Title: coo

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Darlene Arias
Title: Director

SCHEDULE I
to
SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
VERSCEND	Verscend Technologies, Inc.	87/089,704	06/30/2016	5,297,703	09/26/2017
MEDMEASURES	Verscend Technologies, Inc.	76/124,921	09/7/2000	2,560,301	04/09/2002
NAV-10	Verscend Technologies, Inc.	85/035,469	05/11/2010	4,106,208	02/28/2012
SOURCEMEASURES	Verscend Technologies, Inc.	77/423,712	03/17/2008	3,755,309	03/02/2010
STARS	Verscend Technologies, Inc.	76/021,327	04/10/2000	2,438,562	03/27/2001
STARSCOMMANDER	Verscend Technologies, Inc.	85/709,715	08/22/2012	4,309,138	03/26/2013
STARSENTINEL	Verscend Technologies, Inc.	76/290,267	07/25/2001	3,094,579	05/23/2006
STARSINFORMANT	Verscend Technologies, Inc.	85/709,713	08/22/2012	4,309,137	01/08/2013
STARSINTERCEPTOR	Verscend Technologies, Inc.	85/709,717	08/22/2012	4,309,139	01/08/2013
STARSSENTINEL	Verscend Technologies, Inc.	85/694,273	08/02/2012	4,345,730	03/19/2013
STARSSOLUTIONS	Verscend Technologies, Inc.	85/709,710	08/22/2012	4,309,136	03/26/2013

Applications: None.

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RECORDED: 06/18/2018

**TRADEMARK
REEL: 006356 FRAME: 0016**