

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNANCE, INC.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP., AS COLLATERAL AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5296899	WHOLE-PATIENT INSIGHT	
Registration Number:	3954484	CONNANCE AGENCY MANAGER	
Registration Number:	3957274	CONNANCE SCORING	
Registration Number:	3961168	CONNANCE EVI	
Registration Number:	3735696	CONNANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0143		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	01/09/2019		
Total Attachments: 5			
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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 21, 2018 (this "Agreement"), is made by Connance, Inc., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 1, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BNVC Holdings, Inc. ("Holdings"), Navicure, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent and Antares Holdings LP, as a Lender, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of November 1, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

- (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii)

all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto;

as collateral security for the payment and performance when due of the Obligations; provided that, applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Second Lien Grant of Security Interest in Trademarks.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

CONNANCE, INC.,
as a Grantor

By: 
Name: Matthew Hawkins
Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006520 FRAME: 0404

ANTARES CAPITAL LP,
as the Collateral Agent

By: 
Name: **Lofton D. Spencer**
Title: **Duly Authorized Signatory**

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
WHOLE-PATIENT INSIGHT	86685714	7/7/2015	5296899	9/26/2017
CONNANCE AGENCY MANAGER	85118712	8/30/2010	3954484	5/3/2011
CONNANCE SCORING	85118741	8/30/2010	3957274	5/10/2011
CONNANCE EVI	85118754	8/30/2010	3961168	5/17/2011
CONNANCE	77456184	4/23/2008	3735696	1/12/2010