

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vistar Technologies LLC		11/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4435046	SMARTLY CLOUDY	
Registration Number:	4324533	EVIPS	
Registration Number:	4324534	EVIPS	
Registration Number:	4299579	E-STATUS	
Registration Number:	3754466	VISTAR TECHNOLOGIES	
Registration Number:	3766661	VISTAR IMAGING PROFILER SYSTEM	
Registration Number:	5334812	VIPSYSTEM	
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:	057121-0349		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 4435046

DATE SIGNED:	11/30/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2018 (this “Trademark Security Agreement”), made by each Grantor that is a signatory hereto (individually, each a “Grantor” and collectively “Grantors”), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CALIPER SOFTWARE, INC., a Delaware corporation (the “Borrower”), SYMPLR SOFTWARE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrower party thereto from time to time, ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantors are party to the Security Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

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

VISTAR TECHNOLOGIES LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Richard J. Pleczko
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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

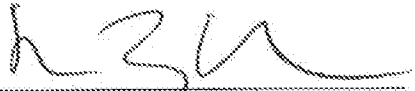
MEDKINETICS, LLC,
a Tennessee limited liability company,
as Grantor

By: 
Name: Richard J. Pleczko
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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

VENDOR CREDENTIALING SERVICE LLC,
a Texas limited liability company,
as Grantor

By: 

Name: Richard J. Pleczko

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Daniel J. Landis*
Name: *Daniel J. Landis*
Title: *Duly Authorized Signatory*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006542 FRAME: 0559

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Mark	Country	Application Number	Application Date	Owner
SYMPLR EXCHANGE (Word)	U.S.	87874073	04/12/18	Vendor Credentialing Service LLC
SYMPLR PASS (Word)	U.S.	87823924	03/07/18	Vendor Credentialing Service LLC
SYMPLR PASS (Logo)	U.S.	87823979	03/07/18	Vendor Credentialing Service LLC

Registrations –

Mark	Country	Registration Number	Registration Date	Owner
EPR	U.S.	3629666	06/02/09	Medkinetics, LLC
SYMPLR (Logo)	U.S.	4854368	11/17/15	Vendor Credentialing Service LLC
SYMPLR (Word)	U.S.	4849778	11/10/15	Vendor Credentialing Service LLC
SMARTLY CLOUDY	U.S.	4435046	11/19/13	Vistar Technologies LLC
EVIPS (Logo)	U.S.	4324533	04/23/13	Vistar Technologies LLC
EVIPS (Logo)	U.S.	4324534	04/23/13	Vistar Technologies LLC
E-STATUS	U.S.	4299579	03/05/13	Vistar Technologies LLC
VISTAR TECHNOLOGIES	U.S.	3754466	03/02/10	Vistar Technologies LLC
VISTAR IMAGING PROFILER SYSTEM	U.S.	3766661	03/30/10	Vistar Technologies LLC

Mark	Country	Registration Number	Registration Date	Owner
VIPSYSTEM	U.S.	5334812	11/14/17	Vistar Technologies Corp. ¹

¹ NTD: Record to be updated to reflect ownership by Vistar Technologies LLC post-closing.