

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mackey LLC		05/15/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PNC Bank, National association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5270941	BROKERBALLOT	
Registration Number:	4939300	KNOBILITY	
Registration Number:	4349783	MACKEYRMS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19043		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	05/15/2019		
Total Attachments: 13			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of May 15, 2019, is made by MACKEY LLC, a Massachusetts limited liability company (“Grantor”), in favor of Secured Party (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, SmarterRMS, Inc. (“Company”), SmarterRMS Holdings, LLC (“Holdings”) and PNC Bank, National Association, as lender (“Secured Party”), Secured Party has made and/or will in the future make certain extensions of credit to Company and Grantor (collectively, the “Borrowers”) upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Secured Party, security interests in and to and Liens on substantially all of Grantor’s assets (other than the Excluded Property), including without limitation all of Grantor’s Intellectual Property and specifically including all of Grantor’s registered patents, trademarks and copyrights and all of Grantor’s filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property”); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to authorize Secured Party to file a copy of this Agreement with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Secured Party’s Liens in the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor hereby collaterally assigns, pledges and grants to Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, after giving effect to the Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by a Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Secured Party to make extensions of credit to the Borrowers under the Credit Agreement or any Other Document is terminated.

Notwithstanding the foregoing, "Intellectual Property Collateral" shall not include Excluded Property (as defined in the Credit Agreement).

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to Secured Party pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Subject to Section 13.4 of the Credit Agreement, the pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all such Obligations have been indefeasibly paid and satisfied in full in cash (other than contingent obligations which have not been asserted by Secured Party), Secured Party's

commitment to make Advances has been terminated and the Credit Agreement has been terminated.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Secured Party to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Intellectual Property (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Secured Party in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.9 of the Credit Agreement following acquisition of such new Intellectual Property, deliver to Secured Party a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Intellectual Property to Secured Party to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Secured Party to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Intellectual Property, and all Intellectual Property relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Secured Party, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule 1 sets forth a true and correct list of all Intellectual Property owned by Grantor as of the date hereof, after giving effect to the Transactions.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Secured Party, in addition to all other rights, options, and remedies granted to Secured Party under the Credit Agreement or any Other Document, or otherwise available to Secured Party at law or in equity,

may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Secured Party under the Credit Agreement or any Other Document, Grantor hereby authorizes Secured Party, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Secured Party may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Secured Party may deem necessary or desirable in order for Secured Party to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Secured Party, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given

effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MACKEY, LLC

By: 

Name: Adi Filipovic


Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006646 FRAME: 0220

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Sunnie Kim
Title: Senior Vice President

Signature Page To Intellectual Property Security Agreement

TRADEMARK
REEL: 006646 FRAME: 0221

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

Patents

None.

Patent Application

None.

Trademarks and Service Marks

	Trademark	Reg. No. (App. No.)	Registered Date (App. Date)	Registrant
1.	BrokerBallot	5,270,941	Aug. 22, 2017	Mackey LLC
2.	KNOBILITY	4,939,300	Apr. 19, 2016	Mackey LLC
3.	MackeyRMS	4,349,783	June 11, 2013	Mackey LLC

Trademark Applications

None.

Copyrights

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this __ day of _____, by **MACKEY LLC** ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("Secured Party");

W I T N E S S E T H

WHEREAS, Grantor and Secured Party are parties to a certain Intellectual Property Security Agreement dated as of May 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Intellectual Property, Grantor shall deliver to Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor hereby collaterally assigns, pledges and grants to Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule I hereto sets forth a true and correct list of all Intellectual Property owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

MACKEY LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

[Signature Page to Supplement to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006646 FRAME: 0226

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

EAST/166464583

RECORDED: 05/15/2019

**TRADEMARK
REEL: 006646 FRAME: 0227**