

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agilon Software LLC		05/23/2019	Limited Liability Company: DELAWARE
Event Rental Systems Software LLC		05/23/2019	Limited Liability Company: DELAWARE
Euclid Technology Solutions, LLC		05/23/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
<b>Street Address:</b>	2001 Ross Ave., Suite 2800
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Serial Number:</b>	88209239	AGILON
<b>Registration Number:</b>	3875178	EVENT RENTAL SYSTEMS
<b>Registration Number:</b>	2843051	CLEARVANTAGE
<b>Registration Number:</b>	2847427	EUCLID TECHNOLOGY
<b>Registration Number:</b>	2788692	EUCLID
<b>Registration Number:</b>	4712512	EUCLID
<b>Registration Number:</b>	4834722	EUCLID

## CORRESPONDENCE DATA

Fax Number: 4045725100

*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.*

Phone: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street N.E.

Address Line 2: King &amp; Spalding LLP

TRADEMARK

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	14868.515025
<b>NAME OF SUBMITTER:</b>	Karen Osborne
<b>SIGNATURE:</b>	//Karen Osborne//
<b>DATE SIGNED:</b>	05/28/2019
<b>Total Attachments: 5</b> source=12- Fullsteam - Trademark Security Agreement#page1.tif source=12- Fullsteam - Trademark Security Agreement#page2.tif source=12- Fullsteam - Trademark Security Agreement#page3.tif source=12- Fullsteam - Trademark Security Agreement#page4.tif source=12- Fullsteam - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of May 23, 2019 (this “**Agreement**”) by **Agilon Software LLC**, a Delaware limited liability company, **Event Rental Systems Software LLC**, a Delaware limited liability company and **Euclid Technology Solutions, LLC** (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

### WITNESSETH:

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of May 23, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Company**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

**WHEREAS**, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of May 23, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use”

with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

*[Remainder of Page Intentionally Left Blank]*

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

AGILON SOFTWARE LLC

By: 

Name: Michael Lawler

Title: Chief Executive Officer


EVENT RENTAL SYSTEMS SOFTWARE  
LLC

By: 

Name: Michael Lawler

Title: Chief Executive Officer

EUCLID TECHNOLOGY SOLUTIONS,  
LLC

By: 

Name: Michael Lawler

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as the Collateral Agent

By:   
Name: **Justin Betzen**  
Title: **Senior Vice President**

**Schedule I**

**Trademarks**

<b><u>Name of Credit Party</u></b>	<b><u>Trademark</u></b>	<b><u>Serial/Registration No.</u></b>	<b><u>Filing/Registration Date</u></b>
Agilon Software LLC	Agilon	App: 88209239	App: 11/28/18
Event Rental Systems Software LLC	EVENT RENTAL SYSTEMS	App: 85003704 Reg: 3875178	App: 3/31/2010 Reg: 11/9/2010
Euclid Technology Solutions, LLC	CLEARVANTAGE	Serial: 78225625 Reg: 2843051	Reg: 5/18/2004
Euclid Technology Solutions, LLC	EUCLID TECHNOLOGY	Serial: 78092415 Reg: 2847427	Reg: 6/1/2004
Euclid Technology Solutions, LLC	EUCLID	Serial: 78092411 Reg: 2788692	Reg: 12/2/2003
Euclid Technology Solutions, LLC	EUCLID	Serial: 86371790 Reg: 4712512	Reg: 3/31/2015
Euclid Technology Solutions, LLC	EUCLID & Design	Serial: 86371784 Reg: 4834722	Reg: 10/20/2015

[Signature Page to Trademark Security Agreement]