

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EA HOLDINGS, INC.		06/24/2019	Corporation: DELAWARE
NATIONAL ELECTRONIC ATTACHMENT, INC.		06/24/2019	Corporation: DELAWARE
The White Stone Group, Inc.		06/24/2019	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4445015	FASTKAPTURE
Registration Number:	5038784	TRACE
Registration Number:	4793802	CLARALINK
Registration Number:	3442934	PIXCERT
Registration Number:	3175253	FAXCERT
Registration Number:	5178016	VYNE MEDICAL
Registration Number:	5233515	VYNE MEDICAL
Registration Number:	2205480	VOICERT
Serial Number:	88311643	FASTATTACH

CORRESPONDENCE DATA

Fax Number:

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.

Email: nicolef@agilelegal.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine St

Address Line 2: Cahill, Gordon & Reindel LLP

TRADEMARK

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Nicole M Fulton

SIGNATURE: /nicole m fulton/

DATE SIGNED: 07/03/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. EA Holdings, Inc.
- 2. The White Stone Group, Inc.
- 3. National Electronic Attachment, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. TN; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 24, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A.

Street Address: 111 W. Monroe Street

City: Chicago

State: Illinois

Country USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 25, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of June 24, 2019, among the signatories hereto (each, a "Grantor" and, together, the "Grantors") in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 24, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto, Pledgor and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of each such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of each such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance 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, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such

intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisionals, continuations-in-part, reexaminations, revisions or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

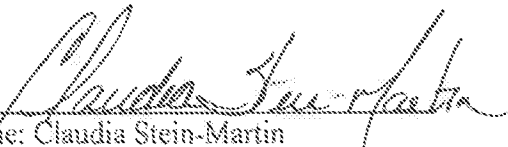
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

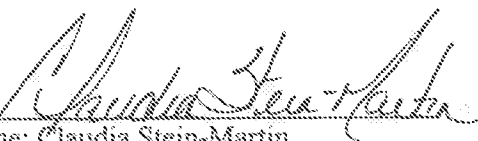
EA HOLDINGS, INC.,
as Grantor

By: 
Name: Claudia Stein-Martin
Title: Chief Financial Officer

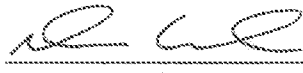
THE WHITE STONE GROUP, INC.,
as Grantor

By: 
Name: Claudia Stein-Martin
Title: Chief Financial Officer

NATIONAL ELECTRONIC
ATTACHMENT, INC.,
as Grantor

By: 
Name: Claudia Stein-Martin
Title: Chief Financial Officer

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Dan Weeks
Title: Authorized Signatory

UNITED STATES TRADEMARKS:

Registrations and Applications:

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number or Application Number</u>	<u>Registration or Application Date</u>	<u>Jurisdiction</u>
EA Holdings, Inc.	FASTKAPTURE	4,445,015	12/3/13	U.S.
The White Stone Group, Inc.	TRACE	5,038,784	9/13/2016	U.S.
The White Stone Group, Inc.	CLARALINK	4,793,802	8/18/2015	U.S.
The White Stone Group, Inc.	PIXCERT	3,442,934	6/3/2008	U.S.
The White Stone Group, Inc.	FAXCERT	3,175,253	11/21/2006	U.S.
The White Stone Group, Inc.	VYNE MEDICAL	5178016	4/4/2017	U.S.
The White Stone Group, Inc.	VYNE MEDICAL	5233515	6/27/2017	U.S.
National Electronic Attachment, Inc.	FASTATTACH	88311643 Application	2/22/2019	U.S.
The White Stone Group, Inc.	VOICERT	2205480	11/24/1998	U.S.

Schedule 2 to
Intellectual Property Security Agreement

UNITED STATES PATENTS:

Registrations and Application:

Patent No.	Jurisdiction	Title	Issue Date	Owner
9,621,628	U.S.	Mobile Image Capture and Transmission of Documents to a Secure Repository	4/11/2017	EA Holdings, Inc.

UNITED STATES COPYRIGHTS

Registrations and Applications:

Owner	Registration Number	Registration Date	Description
National Electronic Attachment, Inc.	TXu000905586	4/12/1999	NEA Provider Software
National Electronic Attachment, Inc.	TXu000905585	4/12/1999	NEA Payor Software
The White Stone Group, Inc.	TX0005995231	9/22/2003	VoiCert : version 5.5.3.