

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IQS, Inc.		07/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5013872	TRUBOX	
Registration Number:	5013873	TRUBOX	
Registration Number:	3936178	IQS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0116		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/10/2019		
Total Attachments: 6			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”), effective as of July 2, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of ARES CAPITAL CORPORATION, as collateral agent acting for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to the U.S. Security Pledge Agreement, dated as of July 2, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”) pursuant to which each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Copyright Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution and delivery of this Agreement for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them (including by reference) in the Security Pledge Agreement.

SECTION 2: Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following, whether 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, other than Excluded Property: (a) all trademarks, trade names, corporate names, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, (b) the right to obtain all renewals thereof, (c) all income, license fees, royalties, damages, and payments now and hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements or dilutions thereof, (d) the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and (e) all of such Grantor’s rights corresponding to any of the foregoing throughout the world (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or

otherwise) of the Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any “intent-to-use” application for a Trademark registration prior to the filing of a “statement of use” or an “amendment to allege use” with respect thereto that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a lien thereon unless and until such time as the grant of such lien will not affect the validity of such application for intent-to-use trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


[Signature Pages Follow]

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

CORITY SOFTWARE INC.,
as a Grantor

By: 
Name: Mark Wallace
Title: Chief Executive Officer

IQS, INC.
as a Grantor

By: 
Name: Mark Wallace
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A**U.S. Trademark Registrations and Applications**

Mark	Jurisdiction	Application No.	Registration No./ Registration Date (Y/M/D)	Current Owner of Record
CORITY stylized	US	87434681	5504432 / 2018-06-26	CORITY SOFTWARE INC.
regAction	US	77668890	3682614 / 2009-09-15	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webCMS	US	78223730	2834508 / 2004-04-20	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webWMS	US	78226850	2866682 / 2004-07-27	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webEMS	US	78183010	2938795 / 2005-04-05	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webDMR	US	78224267	3012852 / 2005-11-08	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webEI	US	78576641	3084938 / 2006-04-25	CORITY SOFTWARE INC. f/k/a Medgate Inc.

Mark	Jurisdiction	Application No.	Registration No./ Registration Date (Y/M/D)	Current Owner of Record
webPOTW	US	78935736	3298009 / 2007-09-25	CORITY SOFTWARE INC. f/k/a Medgate Inc.
webCO2+	US	77615794	3743764 / 2010-02-02	CORITY SOFTWARE INC. f/k/a Medgate Inc.
TRUBOX	US	--	5013872 / 2016-08-02	IQS, INC.
TRUBOX & DESIGN 	US	--	5013873 / 2016-08-02	IQS, INC.
IQS	US	--	3936178 / 2011-03-29	IQS, INC.