TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM529070

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SRS Software, LLC		06/24/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Agent
Street Address:	100 South Wacker Drive
Internal Address:	18th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	5414198	SRS HEALTH	
Registration Number:	5420094	INTELLIGENT DATA SOLUTIONS	
Registration Number:	5144383	SMART WORKFLOWS	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 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:	053644-0208
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	06/25/2019

Total Attachments: 5

source=Neptune Trademark Security Agreement - Executed#page1.tif

TRADEMARK REEL: 006699 FRAME: 0207

900503863

source=Neptune Trademark Security Agreement - Executed#page2.tif
source=Neptune Trademark Security Agreement - Executed#page3.tif
source=Neptune Trademark Security Agreement - Executed#page4.tif
source=Neptune Trademark Security Agreement - Executed#page5.tif

TRADEMARK REEL: 006699 FRAME: 0208

TRADEMARK SECURITY AGREEMENT dated as of June 24, 2019 (this "Agreement"), among NEXTECH SYSTEMS, LLC, a Delaware limited liability company, SRS SOFTWARE, LLC, a Delaware limited liability company, MDINTELLESYS, LLC, a Florida limited liability company and SUPRAMED, LLC, a Delaware limited liability company (each a "Grantor"), and GOLUB CAPITAL LLC, as collateral agent (in such capacity, the "Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of June 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among NEPTUNE ACQUISITION MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), and, after giving effect to the Merger, NEXTECH HOLDINGS LLC, a Delaware limited liability company (the "Borrower"), NEPTUNE BUYER, INC., a Delaware corporation ("Holdings"), the Subsidiary Parties from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of June 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Merger Sub, Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following personal properties and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "Trademark Collateral"): (i) all trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. <u>Purpose</u>. 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. Each Grantor authorizes and requests that the Commissioner for

TRADEMARK
REEL: 006699 FRAME: 0209

Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

> MDINTELLESYS, LLC NEXTECH SYSTEMS, LLC SRS INTERMEDIATE PARENT LLC SRS SOFTWARE, LLC SUPRAMED, LLC

Name: Michael H. Scarbrough Title: President

GOLUB CAPITAL LLC,

as Agent

Name: Robert & Tuchscherer

Title: Managing Director

REEL: 006699 FRAME: 0212

Schedule I

<u>United States Trademarks and Trademark Applications</u>

Trademark	Name of Registered Owner	Application / Registration Number	Applicant / Registration Date
NEXTECH	Nextech Systems, LLC	4,461,761	1/7/2014
INTELLEDRAW	Mdintellesys,	4,350,534	6/11/2013
SUPRAMED	Supramed, LLC	4,580,766	8/5/2014
	Supramed, LLC	4,569,915	7/15/2014
MYPATIENTVISIT	Nextech Systems, LLC	5,541,467	8/14/18
SRS HEALTH	SRS Software, LLC	5,414,198	2/27/18
INTELLIGENT DATA SOLUTIONS	SRS Software, LLC	5,420,094	3/6/18
SMART WORKFLOWS	SRS Software, LLC	5,144,383	2/21/17

TRADEMARK
RECORDED: 06/25/2019 REEL: 006699 FRAME: 0213