

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ontario System, LLC		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4886206	CONTACT SAVVY	
Registration Number:	4442303	COLLECT SAVVY	
Registration Number:	3296332	FACS	
Registration Number:	3022519	ARTIVA	
Registration Number:	2927649	ARTIVA	
Registration Number:	2804058	ONTARIO SYSTEMS	
Registration Number:	1581239	GUARANTEED CONTACTS	
Registration Number:	4874673	CLAIMWARE	
Registration Number:	4716766	ULTIMATE	
Registration Number:	4552240	HEALTHWARE	
Registration Number:	3063285	RPCS	
Registration Number:	3251035	REVQ	
Registration Number:	3592552	AJILITY	
Registration Number:	2618059	CU EMULATE	
Registration Number:	2699674	CU CONVERSE	
Registration Number:	2634804	CU SOURCE	
Registration Number:	2620926	CU CORRESPOND	
Registration Number:	2634803	CU TRANSIT	
Registration Number:	2669557	MANAGEMED	
TRADEMARK			

CH \$990.00 4886206

Property Type	Number	Word Mark
Registration Number:	2424525	THE COLLECTOR SYSTEM
Registration Number:	2308535	COLUMBIA ULTIMATE
Registration Number:	5773998	ARTIVA RM
Registration Number:	5666329	ONTARIO
Registration Number:	5773999	RM
Registration Number:	5775541	HC
Registration Number:	5757418	C
Registration Number:	5757423	
Registration Number:	2106158	FULLCOURT
Registration Number:	4087362	FULLCOURT APPELLATE
Registration Number:	4087099	FULLCOURT ENTERPRISE
Registration Number:	3175858	FULLCASE
Registration Number:	2907909	JUSTICE SYSTEMS
Registration Number:	2965736	
Registration Number:	5757852	P
Registration Number:	2182938	IMMEDIA PLUS
Registration Number:	2056336	CT VISION
Serial Number:	88455536	JUSTICE SYSTEMS
Serial Number:	88231193	POWERUP
Serial Number:	88455544	J

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Carolyn Killea

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	47640-001
NAME OF SUBMITTER:	Carolyn Killea
SIGNATURE:	/Carolyn Killea/
DATE SIGNED:	08/30/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Ontario Systems, LLC, a Delaware limited liability company (“**Grantor**”) in favor of NXT Capital, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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 of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

ONTARIO SYSTEMS, LLC, as a Grantor

By: 

Name: Alexander D. Forman

Title: Vice President and General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006733 FRAME: 0897

ACCEPTED AND ACKNOWLEDGED BY:




NXT CAPITAL, LLC,


as Administrative Agent and Collateral Agent

By: *Griffin LeFrancois*
Name: Griffin LeFrancois
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Ontario Systems, LLC	CONTACT SAVVY	4886206	1/12/2016
Ontario Systems, LLC	COLLECT SAVVY	4442303	12/3/2013
Ontario Systems, LLC	FACS	3296332	9/25/2007
Ontario Systems, LLC	ARTIVA	3022519	12/6/2005
Ontario Systems, LLC	<i>artiva</i> ARTIVA & Design	2927649	2/22/2005
Ontario Systems, LLC	ONTARIO SYSTEMS	2804058	1/13/2004
Ontario Systems, LLC	GUARANTEED CONTACTS	1581239	2/6/1990
Ontario Systems, LLC	CLAIMWARE	4874673	12/22/2015
Ontario Systems, LLC	ULTIMATE	4716766	4/7/2015
Ontario Systems, LLC	HEALTHWARE	4552240	6/17/2014
Ontario Systems, LLC	RPCS	3063285	2/28/2006
Ontario Systems, LLC	REVQ	3251035	6/12/2007
Ontario Systems, LLC	AJILITY	3592552	3/17/2009
Ontario Systems, LLC	CU EMULATE	2618059	9/10/2002
Ontario Systems, LLC	CU CONVERSE	2699674	3/25/2003
Ontario Systems, LLC	CU SOURCE	2634804	10/15/2002
Ontario Systems, LLC	CU CORRESPOND	2620926	9/17/2002
Ontario Systems, LLC	CU TRANSIT	2634803	10/15/2002
Ontario Systems, LLC	MANAGEMED	2669557	12/31/2002
Ontario Systems, LLC	THE COLLECTOR SYSTEM	2424525	1/30/2001
Ontario Systems, LLC	COLUMBIA ULTIMATE	2308535	1/18/2000
Ontario Systems, LLC	ARTIVA RM	5773998	6/11/2019
Ontario Systems, LLC	ONTARIO (as a house mark)	5,666,329	1/29/2019
Ontario Systems, LLC	RM (logo) 	5773999	6/11/2019
Ontario Systems, LLC	HC (logo) 	5775541	6/11/2019
Ontario Systems, LLC	C (logo) 	5757418	5/21/2019

Ontario Systems, LLC	BRACKET PAIR  (logo) & Design	5757423	5/21/2019
Ontario Systems, LLC	FULLCOURT	2,106,158	10/21/1997
Ontario Systems, LLC	FULLCOURT APPELLATE	4,087,362	1/17/2012
Ontario Systems, LLC	FULLCOURT ENTERPRISE	4,087,099	1/17/2012
Ontario Systems, LLC	FULLCASE	3,175,858	11/28/2006
Ontario Systems, LLC	JUSTICE SYSTEMS & Design 	2,907,909	12/7/2004
Ontario Systems, LLC	JUSTICE (Design only) 	2,965,736	7/12/2005
Ontario Systems, LLC	 "P" (stylized)	5757852	5/21/2019
Ontario Systems, LLC	 J (stylized)	8845544	5/31/2019
Ontario Systems, LLC	IMMEDIA PLUS	2182938	8/18/1998
Ontario Systems, LLC	CT VISION	2056336	4/22/1997

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Ontario Systems, LLC	JUSTICE SYSTEMS	88/455536	5/31/2019
Ontario Systems, LLC	POWERUP	88231193	12/16/2018