

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Navicure, Inc.		10/22/2019	Corporation: DELAWARE
ZirMed Inc.		10/22/2019	Corporation: DELAWARE
Connance, Inc.		10/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC
Street Address:	3 Second Street
Internal Address:	Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2580376	NAVICURE
Registration Number:	3549979	NAVICURE
Registration Number:	3755403	NAVICURE
Registration Number:	4330545	3-RING
Registration Number:	5329207	NAVICURE
Registration Number:	4500824	INNOVATING CONNECTED HEALTHCARE
Registration Number:	3353227	ZIRMED
Registration Number:	3024821	ZIRMED
Registration Number:	4498014	ZIRMED
Registration Number:	5296899	WHOLE-PATIENT INSIGHT
Registration Number:	3954484	CONNANCE AGENCY MANAGER
Registration Number:	3957274	CONNANCE SCORING
Registration Number:	3961168	CONNANCE EVI
Registration Number:	3735696	CONNANCE
Registration Number:	5671350	WAYSTAR

OP \$390.00 2580376

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202.370.4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1143766 TM2
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NAME OF SUBMITTER:	Rachael Hall
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SIGNATURE:	/Rachael Hall/
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DATE SIGNED:	10/22/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 22, 2019 (this “Agreement”), among Navicure, Inc., ZirMed Inc. and Connance, Inc. (each a “Grantor” and, collectively, the “Grantors”) and GLAS AMERICAS LLC, in its capacity as collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of October 22, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Derby Parent, Inc., a Delaware corporation, BNVC Holdings, Inc., a Delaware corporation, (“Holdings”), Derby Merger Sub, Inc., a Delaware corporation, BNVC Group Holdings, Inc., a Delaware corporation, Navicure, Inc. (the “Borrower”), the Lenders from time to time party thereto, GLAS USA LLC, in its capacity as administrative agent, and the Collateral Agent, and (b) the Second Lien Pledge and Security Agreement dated as of October 22, 2019 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Collateral Agent is entering into this Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights, protections, indemnities and remedies of the Collateral Agent with respect to the 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. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY 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.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAVICURE, INC.

By: 

Name: William Barrett

Title: Secretary

ZIRMED INC.,

By: 

Name: William Barrett

Title: Secretary

CONNANCE, INC.

By: 

Name: William Barrett

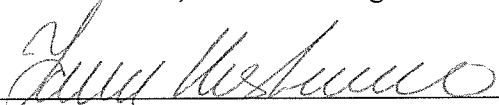
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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GLAS AMERICAS LLC, as Collateral Agent

By:



Name: Yana Kislenko

Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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SCHEDULE I

U.S. Trademark Registrations:

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
NAVICURE	United States	2,580,376	Navicure, Inc.	REGISTERED
	United States	3,549,979	Navicure, Inc.	REGISTERED
NAVICURE	United States	3,755,403	Navicure, Inc.	REGISTERED
3-RING	United States	4,330,545	Navicure, Inc.	REGISTERED
NAVICURE	United States	5329207	Navicure, Inc.	REGISTERED
INNOVATING CONNECTED HEALTHCARE	United States	4,500,824	ZirMed Inc.	REGISTERED
ZIRMED	United States	3,353,227	ZirMed Inc.	REGISTERED
ZIRMED	United States	3,024,821	ZirMed Inc.	REGISTERED
ZIRMED	United States	4,498,014	ZirMed Inc.	REGISTERED
WHOLE-PATIENT INSIGHT	United States	5,296,899	Connance, Inc.	REGISTERED
CONNANCE AGENCY MANAGER	United States	3,954,484	Connance, Inc.	REGISTERED
COMMANCE SCORING	United States	3,957,274	Connance, Inc.	REGISTERED
CONNANCE EVI	United States	3,961,168	Connance, Inc.	REGISTERED
CONNANCE	United States	3,735,696	Connance, Inc.	REGISTERED
WAYSTAR	United States	5,671,350	Navicure, Inc.	REGISTERED