

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Episode Solutions, LLC		10/28/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Capital Alignment Partners III, L.P.		
Street Address:	40 Burton Hills Blvd., Suite 250		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88262420	EPISODE SOLUTIONS	
Serial Number:	88156312	EPISODE NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	6152483010		
<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:	6152523552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	11/13/2019		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is entered into as of October 28, 2019, by Episode Solutions, LLC, a Tennessee limited liability company (“**Debtor**”), in favor of Capital Alignment Partners III, L.P., a Delaware limited partnership (“**Collateral Agent**”), in its capacity as Collateral Agent for the Lenders (as defined below) under the Loan Agreement (as defined below).

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of the date hereof, by and among Debtor, the other “Borrowers” party thereto, the “Lenders” from time to time party thereto, and Collateral Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings provided in the Loan Agreement), Collateral Agent and Lenders have agreed to extend credit to Debtor and such other Borrowers, subject to the terms and conditions set forth therein.

B. Pursuant to that certain Security Agreement dated as of the date hereof, by and among Debtor, the other “Borrowers” party thereto, and Collateral Agent (the “**Security Agreement**”), Debtor has granted to Collateral Agent a security interest in all of its Collateral (as defined in the Security Agreement).

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor’s grant of a security interest to Collateral Agent in Debtor’s trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lenders to extend credit to Debtor and Holdco, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. **UCC Security Interest in Registered Trademarks.** As security for the Obligations, Debtor hereby grants to Collateral Agent a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the “**USPTO**”) and all goodwill and other Property associated therewith and all proceeds thereof.

2. **Recordation.** Debtor hereby authorizes Collateral Agent to record this Agreement with the USPTO.

3. **Other Agreements.** This Agreement is executed to supplement and further evidence the security interest granted to Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity.

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

EPISODE SOLUTIONS, LLC

By: 

Name: Tom Gallagher

Title: President and Chief Executive Officer

SCHEDULE A

Trademarks owned of record by Episode Solutions, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
EPIISODE SOLUTIONS	88/262,420	January 15, 2019	Not Yet Registered	Not Yet Registered
EPIISODE NAVIGATOR	88/156,312	October 16, 2018	Not Yet Registered	Not Yet Registered