

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCEANS ACQUISITION, INC.		11/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comvest Credit Partners V, L.P., as Collateral Agent		
Street Address:	525 Okeechobee Boulevard		
Internal Address:	Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88205970	STAR	
Serial Number:	88123027	STAR SUPPORT THROUGH ACTIVE RECOVERY	
Serial Number:	88205980	SUPPORT THROUGH ACTIVE RECOVERY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	11/13/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of November 13, 2019, by OCEANS ACQUISITION, INC., a Delaware corporation (“**Grantor**”), in favor of COMVEST CREDIT PARTNERS V, L.P. (“**Comvest**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 13, 2019 by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Comvest, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (a) all of Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the “**Trademark Collateral**”).

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

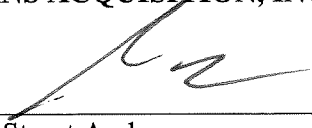
6. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

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

GRANTOR:

OCEANS ACQUISITION, INC.

By: 
Name: Stuart Archer
Title: President & Chief Executive Officer

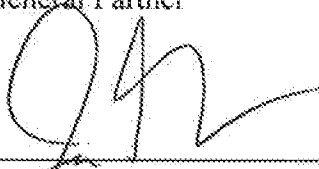
ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

COMVEST CREDIT PARTNERS V, L.P.

By: Comvest Credit V GP, L.P., its
General Partner

By: Comvest Credit V UGP, LLC, its
General Partner

By: 
Name: Jason Gelbert
Title: Partner

Schedule I

Trademark Registrations

None.

Trademark Applications

GRANTOR	TRADEMARK	SERIAL NO.	FILING DATE
OCEANS ACQUISITION, INC.	STAR	88205970	November 26, 2018
OCEANS ACQUISITION, INC.	STAR Logo	88123027	September 19, 2018
OCEANS ACQUISITION, INC.	Support Through Active Recovery	88205980	November 26, 2018

Trademark Licenses

None.