### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM555478

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Evariant, Inc.		12/30/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	CRG Servicing LLC
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4854021	MOVING HEALTHCARE AHEAD
Registration Number:	4752348	MOVING HEALTHCARE AHEAD
Registration Number:	4142196	CONNECTEDCAMPAIGNS
Registration Number:	3634959	EVARIANT

#### **CORRESPONDENCE DATA**

Fax Number: 7043782057

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: 7043312359

iplaw@mvalaw.com, cindigraser@mvalaw.com Email:

Moore & Van Allen PLLC **Correspondent Name:** Address Line 1: 100 North Tryon Street

Address Line 2: **Suite 4700** 

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	James Van Cleave Gambrell	
SIGNATURE:	/James Van Cleave Gambrell/	
DATE SIGNED:	12/31/2019	

**Total Attachments: 3** 

**TRADEMARK** REEL: 006828 FRAME: 0873

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> TRADEMARK REEL: 006828 FRAME: 0874

#### TRADEMARK SECURITY AGREEMENT

December 30, 2019

WHEREAS, EVARIANT, INC., a Delaware Corporation (the "Grantor"), is a party to that certain Security Agreement, dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, "Administrative Agent"), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark registrations and applications listed on Schedule A hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, goodwill, and interest in, to and under all of the trademarks, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on Schedule A hereto, and all registrations and pending applications associated therewith (excluding any U.S. application for registration of a trademark filed on an intent-to-use basis solely 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 any registration that issues from such intent-to-use application under applicable federal law; provided, that, upon submission of a "Statement of Use" or an "Amendment to Allege Use", such intent-to-use application shall constitute and shall be considered Collateral.

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

TRADEMARK
REEL: 006828 FRAME: 0875

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

EVARIANT, INC., as Grantor

Name: Robert Draughor

Title: Chief Executive Officer

EVARIANT, INC. TRADEMARK SECURITY AGREEMENT

# Schedule A to Trademark Security Agreement

## TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Current Owner of Record
MOVING HEALTHCARE AHEAD	86437560	10/28/2014	4854021	11/17/2015	Evariant, Inc.
MOVING HEALTHCARE AHEAD	85865653	3/4/2013	4752348	6/9/2015	Evariant, Inc.
CONNECTEDCAMPAIGNS	85424050	9/15/2011	4142196	5/15/2012	Evariant, Inc.
EVARIANT	77608633	11/6/2008	3634959	6/9/2009	Evariant, Inc.

TRADEMARK REEL: 006828 FRAME: 0877

**RECORDED: 12/31/2019**