

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enviance, Inc.		01/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3700936	BREAKTIMER	
<b>Registration Number:</b>	4420903	ERGOCOACH	
<b>Registration Number:</b>	5311097	MANAGE WHAT MATTERS	
<b>Registration Number:</b>	5164922	MANAGE WHAT MATTERS	
<b>Registration Number:</b>	3582256	OES	
<b>Registration Number:</b>	2932218	REMEDY INTERACTIVE	
<b>Registration Number:</b>	3633956	RSIGUARD	
<b>Registration Number:</b>	5760804	SDS VAULT	
<b>Registration Number:</b>	2762766	ENVIANCE	
<b>Registration Number:</b>	2615961	ENVIANCE	
<b>Registration Number:</b>	2976477	ENVIANCE	
<b>Registration Number:</b>	2799029		
<b>Registration Number:</b>	2618912		
<b>Registration Number:</b>	2971003		
<b>Registration Number:</b>	2321241	ACTIO REGULATOR	
<b>Registration Number:</b>	2311771	MSDS VAULT	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 3700936

**Fax Number:** 2127514864

***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:** 2129061216

**Email:** jessica.bajada-silva@lw.com

**Correspondent Name:** Latham & Watkins LLP c/o J. Bajada-Silva

**Address Line 1:** 885 Third Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	040896-0116
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<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
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<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
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<b>DATE SIGNED:</b>	01/22/2020
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**Total Attachments: 6**

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**GRANT OF**

**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of January 22, 2020 is made by the person signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of ARES CAPITAL CORPORATION, as collateral agent acting for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WHEREAS, the Grantor is party to the U.S. Security Pledge Agreement, dated as of July 2, 2019, in favor of the Collateral Agent (as supplemented by that certain Assumption Agreement dated as of October 15, 2019) (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”) pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution and delivery of this Agreement for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them (including by reference) in the Security Pledge Agreement.

SECTION 2: Grant of Security Interest. The Grantor hereby grants, pledges and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right title or interest, other than Excluded Property: (a) all trademarks, trade names, corporate names, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, (b) the right to obtain all renewals thereof, (c) all income, license fees, royalties, damages, and payments now and hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements or dilutions thereof, (d) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith, and (e) all of the Grantor’s rights corresponding to any of the foregoing throughout the world (collectively, the “*Trademark Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or

otherwise) of the Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any “intent-to-use” application for a Trademark registration prior to the filing of a “statement of use” or an “amendment to allege use” with respect thereto that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a lien thereon unless and until such time as the grant of such lien will not affect the validity of such application for intent-to-use trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

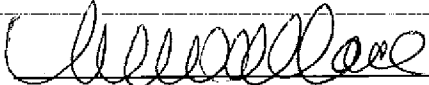
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

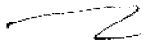
*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**ENVIANCE, INC.,**  
a Delaware Corporation,  
as a Grantor



By:   
Name: Mark Wallace  
Title: Chief Executive Officer


**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_  \_\_\_\_\_  
Name: Scott Lem  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademarks</b>	<b>Grantor</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Status</b>	<b>Date of Registration</b>
BREAKTIMER	Enviance, Inc.	USA	3700936	Registered	Oct 27, 2009
ERGOCOACH	Enviance, Inc.	USA	4420903	Registered	Oct 22, 2013
MANAGE WHAT MATTERS	Enviance, Inc.	USA	5311097	Registered	Oct 17, 2017
MANAGE WHAT MATTERS	Enviance, Inc.	USA	5164922	Registered	Mar 21, 2017
OES	Enviance, Inc.	USA	3582256	Registered	Mar 3, 2009
REMEDY INTERACTIVE	Enviance, Inc.	USA	2932218	Registered	Mar 15, 2005
RSIGUARD	Enviance, Inc.	USA	3633956	Registered	Jun 9, 2009
SDS VAULT	Enviance, Inc.	USA	5760804	Registered	May 28, 2019
ENVIANCE	Enviance, Inc.	USA	2762766	Registered	Sep 9, 2003
ENVIANCE	Enviance, Inc.	USA	2615961	Registered	Sep 3, 2002
ENVIANCE	Enviance, Inc.	USA	2976477	Registered	Jul 26, 2005
DESIGN only 	Enviance, Inc.	USA	2799029	Registered	Dec 23, 2003
DESIGN only 	Enviance, Inc.	USA	2618912	Registered	Sep 10, 2002

Trademarks	Grantor	Jurisdiction	Registration Number	Status	Date of Registration
DESIGN only 	Enviance, Inc.	USA	2971003	Registered	July 19, 2005
ACTIO REGULATOR <sup>1</sup>	Enviance, Inc.	USA	2321241	Registered	Feb 22, 2000
MSDS VAULT <sup>2</sup>	Enviance, Inc.	USA	2311771	Registered	Jan 25, 2000

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<sup>1</sup> Note: Grantor does not intend to file a renewal application for this trademark.

<sup>2</sup> Note: Grantor does not intend to file a renewal application for this trademark.