

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recondo Technology, Inc.		02/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3707677	SUREPAYHEALTH	
Registration Number:	4011386	RECONBOT	
Registration Number:	4470896	AUTHNET	
Registration Number:	4470553	ELIGIBILITYPLUS	
Registration Number:	5044936	MYSUREPAYHEALTH	
Registration Number:	4685896	EMPOWERED BUSINESS OFFICE	
Registration Number:	4533109	EMPOWERED BY RECONDO	
Registration Number:	4355540	RECONDO COMMAND CENTER	
Registration Number:	3784123	POWERED BY RECONDO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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		

OP \$240.00 3707677

ATTORNEY DOCKET NUMBER:	1183066
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	02/04/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of February 4, 2020 (this “Agreement”), among Recondo Technology, Inc. (the “Grantor”) and JPMorgan Chase Bank, N.A. in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Agent”).

WHEREAS, reference is made to (a) the First Lien Credit Agreement dated as of October 22, 2019, (as amended by that certain First Amendment thereto, dated as of December 2, 2019, and as further 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, the Issuing Banks and the Agent, and (b) the First Lien Pledge and Security Agreement dated as of October 22, 2019 (as supplemented by that certain Supplement No. 1 thereto, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the 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, the 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, the Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

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.


RECONDO TECHNOLOGY, INC., as Grantor

By: 
Name: William Barrett
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006855 FRAME: 0539

JPMORGAN CHASE BANK, N.A., as Agent

By: 
Name: Nicholas J. Watts
Title: Authorized Officer

SCHEDULE I

U.S. Trademark Registrations:

TRADEMARK	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
SUREPAYHEALTH	3,707,677	Recondo Technology, Inc.	Registered
RECONBOT	4,011,386	Recondo Technology, Inc.	Registered
AUTHNET	4,470,896	Recondo Technology, Inc.	Registered
ELIGIBILITYPLUS	4,470,553	Recondo Technology, Inc.	Registered
MYSUREPAYHEALTH	5,044,936	Recondo Technology, Inc.	Registered
EMPOWERED BUSINESS OFFICE	4,685,896	Recondo Technology, Inc.	Registered
EMPOWERED BY RECONDO & design	4,533,109	Recondo Technology, Inc.	Registered
RECONDO COMMAND CENTER	4,355,540	Recondo Technology, Inc.	Registered
POWERED BY RECONDO & design	3,784,123	Recondo Technology, Inc.	Registered