

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-SECOND LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RECONDO TECHNOLOGY, INC.		02/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC		
Street Address:	230 PARK AVENUE		
Internal Address:	SUITE 1000		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW YORK		
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:	2124552502		
<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)455-3762		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALYSHA SEKHON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		

CH \$240.00 3707677

Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	003812/0001
NAME OF SUBMITTER:	ALYSHA SEKHON
SIGNATURE:	/AS/
DATE SIGNED:	02/06/2020
Total Attachments: 5 source=Bighorn - Second Lien Trademark Security Agreement (Supplement No. 1) Executed#page1.tif source=Bighorn - Second Lien Trademark Security Agreement (Supplement No. 1) Executed#page2.tif source=Bighorn - Second Lien Trademark Security Agreement (Supplement No. 1) Executed#page3.tif source=Bighorn - Second Lien Trademark Security Agreement (Supplement No. 1) Executed#page4.tif source=Bighorn - Second Lien Trademark Security Agreement (Supplement No. 1) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of February 4, 2020 (this “Agreement”), among Recondo Technology, Inc. (the “Grantor”) and GLAS AMERICAS LLC, in its capacity as collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of October 22, 2019, (as 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, GLAS USA LLC, in its capacity as administrative agent, and the Collateral Agent, and (b) the Second 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 Collateral 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 Collateral 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 Collateral Agent is entering into this Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights, protections, indemnities and remedies of the Collateral 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. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

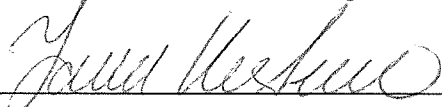
RECONDO TECHNOLOGY, INC., as Grantor

By: 
Name: William Barrett
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006858 FRAME: 0568

GLAS AMERICAS LLC, as Collateral Agent

By: 
Name: Yana Kislenko
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006858 FRAME: 0569

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