

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroundControl Solutions, Inc.		03/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets, LLC		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4969421	GROUNDCONTROL	
Registration Number:	4969422	GROUNDCONTROL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP C/O J. BAJADA-SILVA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0132		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/06/2020		
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 March 6, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the "***Grantors***" and each a "***Grantor***"), in favor of GOLUB CAPITAL MARKETS LLC, a Delaware limited liability company ("***Golub***"), located at 150 S. Wacker Dr., Ste. 800, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "***Collateral Agent***").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 24, 2017 (as amended by that certain First Amendment to Credit Agreement, dated as of June 5, 2018, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), by and among IMPRIVATA, INC., a Delaware corporation (the "***Borrower***"), IMPRIVATA INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("***Holdings***"), as a Guarantor, the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a "***Lender***" and, collectively, the "***Lenders***"), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 24, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Pledge Agreement***");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges, and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in all of the following property, wherever located, in each case, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (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 its Secured Obligations:

(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, (b) the right to obtain all renewals thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (e) the goodwill of the business symbolized by the foregoing or connected therewith, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding the foregoing, 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, but solely to the extent, if any, and solely during the period, if any, in which, the grant of a Lien thereon would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law (provided that, upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Trademark Collateral).

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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. Each 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

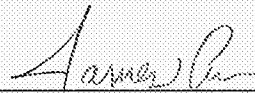
(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

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.

GROUNDCONTROL SOLUTIONS, INC., a
Delaware corporation, as a Grantor

By: 
Name: James Carr
Title: Treasurer

GOLUB CAPITAL MARKETS LLC, a Delaware
limited liability company,
as Collateral Agent

By: 

Name: Robert G. Tuhscherer

Title: Managing Director

[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 006884 FRAME: 0867

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Registration No.	Registration Date
GroundControl Solutions, Inc.	GROUNDCONTROL	4969421	05/31/2016
GroundControl Solutions, Inc.	GROUND C ONTROL	4969422	05/31/2016