

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COALFIRE SYSTEMS, INC.		04/22/2020	Corporation: DELAWARE
VERIS GROUP, LLC		04/22/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES, LLC		
Street Address:	810 Seventh Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3356009	VERIS GROUP	
Registration Number:	5095376	COALFIRE	
Registration Number:	4111469	COALFIRE	
Registration Number:	4111470	COALFIRE	
Registration Number:	5189428	COALFIREONE	
Registration Number:	4134453	NAVIS	
Registration Number:	4141568	NAVIS	
Registration Number:	5226214		
Registration Number:	4568406	HIPAACENTRAL THE SECURITY COMPLIANCE EXC	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	SUNNYLEE@PAULHASTINGS.COM		
Correspondent Name:	SUNNY E. LEE		
Address Line 1:	695 TOWN CENTER DRIVE, 17TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		

CH \$240.00 3356009

ATTORNEY DOCKET NUMBER:	97744-3 Ross/Peck-McQueen
NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	04/22/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated April 22, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BRIGHTWOOD LOAN SERVICES, LLC (“Brightwood”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, ANTHRACITE MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), whose rights and obligations therein will, immediately following the consummation of the Acquisition, be assigned to and assumed by COALFIRE SYSTEMS, INC., a Delaware corporation (the “Company” and, upon and immediately following the consummation of the Acquisition, the “Borrower”), ANTHRACITE BUYER, INC., a Delaware corporation (“Holdings”), Brightwood as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the Swing Line Lenders and L/C Issuers party thereto have entered into the Credit Agreement dated as of April 22, 2020 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property), including those set forth in Schedule A hereto (excluding any Excluded Property),

Including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

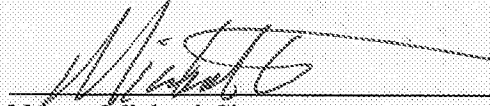
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COALFIRE SYSTEMS, INC.,
as Initial Grantor

By: _____


Name: Michael Chao
Title: Chief Financial Officer and
Secretary

VERIS GROUP, LLC,
as Initial Grantor

By: _____

Name: William Malone
Title: President

BRIGHTWOOD LOAN SERVICES, LLC,
as Collateral Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COALFIRE SYSTEMS, INC.,
as Initial Grantor

By: _____
Name: Michael Chao
Title: Chief Financial Officer and
Secretary

VERIS GROUP, LLC,
as Initial Grantor

By: _____
DocuSigned by:
William E. Malone
0E96DADD0C792455
Name: William Malone
Title: President

BRIGHTWOOD LOAN SERVICES, LLC,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COALFIRE SYSTEMS, INC.,
as Initial Grantor

By: _____
Name:
Title:

VERIS GROUP, LLC,
as Initial Grantor


By: _____
Name:
Title:

BRIGHTWOOD LOAN SERVICES, LLC,
as Collateral Agent

By: *Sengal Selassie*
Name: Sengal Selassie
Title: Authorized Person

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Veris Group, LLC d/b/a Coalfire Federal	Veris Group	3,356,009
Coalfire Systems, Inc.	Coalfire	5,095,376
Coalfire Systems, Inc.	Coalfire	4,111,469
Coalfire Systems, Inc.	Coalfire	4,111,470
Coalfire Systems, Inc.	CoalfireOne	5,189,428
Coalfire Systems, Inc.	Navis	4,134,453
Coalfire Systems, Inc.	Navis	4,141,568
Coalfire Systems, Inc.	 (Design Mark)	5,226,214
Coalfire Systems, Inc.	HIPAAcentral The Security Compliance Exchange	4,568,406