

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renaissance Electronic Services, LLC		03/13/2020	Limited Liability Company: MICHIGAN
Tesia Clearinghouse, LLC		03/13/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5329119	RPRACTICE	
Registration Number:	5819547	RRRR	
Registration Number:	5493813	T TESIA	
Registration Number:	2907645	R	
Registration Number:	3556176	REMOTE LITE	
Registration Number:	3467723	R-FEES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126834120		
Email:	luis.rodriguez@unitedcorporate.com		
Correspondent Name:	Elaine Carrera		
Address Line 1:	80 PINE STREET		
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP		
Address Line 4:	NEW YORK, NEW YORK 10005		
NAME OF SUBMITTER:	ELAINE CARRERA		

OP \$165.00 5329119

SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	06/11/2020
Total Attachments: 7 source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page1.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page2.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page3.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page4.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page5.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page6.tif source=Vyne - Intellectual Property Security Agreement (Executed)_ (67336706_1) (Trademark)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Renaissance Electronic Services, LLC
- 2. Tesia Clearinghouse, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-MI; 2. LLC-MI
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 13, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank, N.A.

Street Address: 111 W. Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 10, 2020
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 13, 2020, between the signatories hereto (each a “Grantor” and, collectively, the “Grantors”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 24, 2019 (as supplemented by that certain Supplement No. 1 to Guarantee and Collateral Agreement, dated as of the date hereof, by and among RES Rollover HoldCo, Inc., a Delaware corporation, the Grantors and the Collateral Agent, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto, Pledgor and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security

interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 2 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

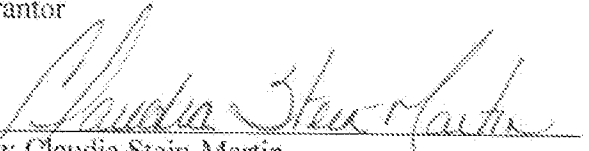
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

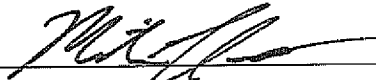
RENAISSANCE ELECTRONIC SERVICES, LLC,
as Grantor

By: 
Name: Claudia Stein-Martin
Title: Chief Financial Officer, Secretary &
Assistant Treasurer

TESIA CLEARINGHOUSE, LLC,
as Grantor

By: 
Name: Claudia Stein-Martin
Title: Chief Financial Officer, Secretary &
Assistant Treasurer

BMO HARRIS BANK N.A.,
as Collateral Agent





By: 
Name: *Marshall Weinstein*
Title: *Vice President*

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006963 FRAME: 0780

Schedule 1

Grantor Trademarks:

Trademark	Registration No.	Registration Date	Owner
	5,329,119	November 7, 2017	Renaissance Electronic Services, LLC
	5,819,547	July 30, 2019	Renaissance Electronic Services, LLC
	5,493,813	June 12, 2018	Tesia Clearinghouse, LLC
	2,907,645	December 7, 2004	Renaissance Electronic Services, LLC
Remote Lite	3,556,176	January 6, 2009	Renaissance Electronic Services, LLC
R-Fees	3,467,723	July 15, 2008	Renaissance Electronic Services, LLC

Schedule 2

Grantor Copyright:

Copyright	Registration No.	Owner
Remote Lite	TX 6-166-028	Renaissance Systems and Services, LLC