

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINC SOLUTIONS		06/11/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6029359	PINC VISIBILITY. ORCHESTRATED.	
Registration Number:	6029360	PINC AIR	
Registration Number:	6029361	PINC	
Serial Number:	88050916	PINC	
Serial Number:	88050960	PINC AIR	
Serial Number:	88051012	PINC VISIBILITY. ORCHESTRATED.	
Serial Number:	88052856	PINC ACCURACY DELIVERED	
Serial Number:	88884382	DIGITAL YARD	
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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1231065 TM		
NAME OF SUBMITTER:	Sarah Mackin		

OP \$215.00 6029359

SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	06/11/2020
Total Attachments: 7 source=IP Security Agreement - PINC Solutions (June 2020)#page1.tif source=IP Security Agreement - PINC Solutions (June 2020)#page2.tif source=IP Security Agreement - PINC Solutions (June 2020)#page3.tif source=IP Security Agreement - PINC Solutions (June 2020)#page4.tif source=IP Security Agreement - PINC Solutions (June 2020)#page5.tif source=IP Security Agreement - PINC Solutions (June 2020)#page6.tif source=IP Security Agreement - PINC Solutions (June 2020)#page7.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of June 11, 2020 by and between **PINC SOLUTIONS**, a California corporation (the “*Grantor*”) and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 11, 2020, by and among Grantor, **SCES BUYER INC.**, a Delaware corporation (“*Parent Guarantor*”), **SCES MERGER SUB INC.**, a California corporation (“*Merger Sub*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to Grantor under the Credit Agreement, Parent Guarantor, Merger Sub, and Grantor have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Parent Guarantor, Merger Sub, and Grantor shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of Parent Guarantor, Merger Sub, and Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Parent Guarantor, Merger Sub, and Grantor have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PINC SOLUTIONS, a California corporation

By: 

Name: Ed Fitzpatrick

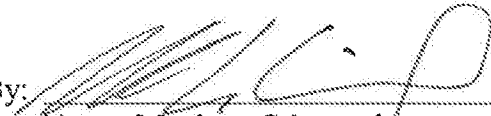
Title: Chief Financial Officer & Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006969 FRAME: 0005

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Matthew Crismond
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006969 FRAME: 0006

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Position-tracking system	7,236,091	June 26, 2007
Position-tracking device for position-tracking system	7,245,215	July 17, 2007
Systems and methods for determining a location of an object	7,321,305	January 22, 2008
Attachment bracket for an RFID tag	8,608,086	December 17, 2013
RFID tag	8,720,788	May 13, 2014
System and method for determining and controlling status and location of an object	9,592,964	March 14, 2017
System and method for determining and controlling status and location of an object	10,127,521	November 13, 2018
System and method for determining and controlling status and location of an object	10,134,007	November 20, 2018
RFID tag	D680,520	April 23, 2013
MANAGING TRAILERS AND SHIPMENTS	14/452274	August 5, 2014
SYSTEM AND METHODS FOR IMPLEMENTING SUPPLY CHAIN VISIBILITY UPDATES	15/672563	August 9, 2017
SYSTEM AND METHOD FOR DETERMINING AND CONTROLLING STATUS AND LOCATION OF AN OBJECT	16/194019	November 16, 2018
SYSTEM AND METHOD FOR IMPROVING RFID TAG READING PERFORMANCE	11/754072	May 25, 2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PINC	88050916	7/24/2018
PINC AIR	88050960	7/24/2018
PINC VISIBILITY. ORCHESTRATED.	88051012	7/24/2018
PINC ACCURACY DELIVERED	88052856	7/25/2018
PINC VISIBILITY. ORCHESTRATED.	6029359	4/7/2020
PINC AIR	6029360	4/7/2020
PINC	6029361	4/7/2020
DIGITAL YARD	88884382	4/23/2020