

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSG SUB, LLC		07/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	National Banking Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3512891	E4E	
Registration Number:	3472703	E4E	
Registration Number:	3499441	E4E	
Registration Number:	3692905	E4E	
Registration Number:	3477056	E4E	
Registration Number:	3472705	E4E	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/21/2020		

OP \$165.00 3512891

Total Attachments: 6

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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):

SSG SUB, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 20, 2020

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Association Citizenship United Kingdom

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 I

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

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

July 21, 2020
Date

Elaine Carrera

Name of Person Signing

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

6

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2020 (this “First Lien Trademark Security Agreement”), is made by SSG SUB, LLC, a Delaware limited liability company (“Grantor”), in favor of Barclays Bank PLC, as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of April 20, 2016 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among nThrive, Inc., a Delaware corporation (f/k/a Precyse Acquisition Corp.) (the “Borrower”), nThrive Intermediate Holdings, LLC, a Delaware limited liability company (f/k/a Precyse Intermediate Holdings, LLC), the Agent, the lenders from time to time party thereto (collectively, the “Lenders” and individually each, a “Lender”), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the First Lien Guaranty and Security Agreement, dated as of April 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by the Borrower, Grantor and the other Credit Parties from time to time party thereto, as grantors, in favor of the Agent, Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the

security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this First Lien Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof. This First Lien Trademark Security Agreement may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below), including, without limitation, facsimile and/or .pdf. Grantor agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with this First Lien Trademark Security Agreement shall be valid and binding on Grantor to the same extent as a manual, original signature, and will constitute the legal, valid and binding obligation of Grantor enforceable against Grantor in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Agent. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this First Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SSG SUB, LLC,
as Grantor

By: 

Name: Daniel Mulligan

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent

By: Edward Pan
Name: Edward Pan
Title: Associate

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Serial Number	Registration Number	Date Registered
SSG Sub, LLC	E4E	76065410	3512891	10/07/2008
SSG Sub, LLC	E4E	76065422	3472703	07/22/2008
SSG Sub, LLC	E4E	76065423	3499441	09/09/2008
SSG Sub, LLC	E4E	76164892	3692905	10/06/2009
SSG Sub, LLC	E4E	76164894	3477056	07/29/2008
SSG Sub, LLC	E4E	76164895	3472705	07/22/2008

2. TRADEMARK APPLICATIONS

None.