

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SSG SUB, LLC		07/20/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	National Banking Association: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3512891	E4E	
<b>Registration Number:</b>	3472703	E4E	
<b>Registration Number:</b>	3499441	E4E	
<b>Registration Number:</b>	3692905	E4E	
<b>Registration Number:</b>	3477056	E4E	
<b>Registration Number:</b>	3472705	E4E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	07/22/2020		

OP \$165.00 3512891

**Total Attachments: 6**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2020 (this "Second 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 Second 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 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 Second 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof. This Second 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 Second 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 Second 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).

Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Second Lien Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Second Lien Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of such Customary Intercreditor Agreement shall govern. In the event of any conflict or inconsistency between the terms of this Second Lien Trademark Security Agreement and the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. In the event of any conflict or inconsistency between the terms of the Guaranty and Security Agreement and a Customary Intercreditor Agreement, the provisions of such Customary Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Second 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

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007004 FRAME: 0971**

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  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Date Registered</b>
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
<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Date Registered</b>

2. TRADEMARK APPLICATIONS

None.