

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCES Waldo Buyer LLC		09/14/2020	Limited Liability Company: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Serial Number:	78560761	SHIPPERCONNECT	
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:	1264488 TM		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	09/14/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of September 14, 2020 by and between **SCES WALDO BUYER LLC**, a Delaware limited liability company (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, as amended by that certain Assumption Agreement, Joinder, Consent and First Amendment to Credit Agreement, dated as of September 14, 2020 (as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”) by and among Grantor, **PINC SOLUTIONS**, a California corporation (“*PINC*”), **SCES INTERMEDIATE PARENT LLC**, a Delaware limited liability company (“*New Parent Guarantor*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent. 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, New Parent Guarantor, Grantor, PINC, and the other guarantors party thereto 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 New Parent Guarantor, PINC, Grantor, and the other guarantors 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 New Parent Guarantor, PINC, Grantor, and the other guarantors 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, New Parent Guarantor, PINC, Grantor, and the other guarantors 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:

SCES WALDO BUYER LLC, a Delaware
limited liability company

By: 
Name: Park Durrett
Title: President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

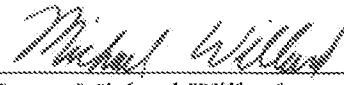
By: 
Name: Michael Willard
Title: Managing Director

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Country	Trademark	Image	Official No.	Local Classes	Case Status	Next Critical Event	Next Critical Due Date	Owner
USA	SHIPPERCONNECT		78/560761	35, 100, 101, 102				SCES Waldo Buyer LLC

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