

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604520

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Juvaré, LLC		10/22/2020	Limited Liability Company: DELAWARE
EMSYSTEMS LLC		10/22/2020	Limited Liability Company: DELAWARE
ESI Acquisition, Inc.		10/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC		
<b>Street Address:</b>	100 South Wacker Drive, Floor 18		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2301047	EMSYSTEMS	
<b>Registration Number:</b>	2607488	WEBEOC	
<b>Registration Number:</b>	2685742	ESI	
<b>Registration Number:</b>	2896824	EMSYSTEMS	
<b>Registration Number:</b>	4209010	FLEETEYES	
<b>Registration Number:</b>	4266703	EMSYSTEMS	
<b>Registration Number:</b>	4278147	EMRESOURCE	
<b>Registration Number:</b>	4430777	EMTRACK	
<b>Registration Number:</b>	5875654	JUVARE COMMUNITY	
<b>Registration Number:</b>	5880775	JUVARE	
<b>Registration Number:</b>	6038184	JUVARE EXCHANGE	
<b>Registration Number:</b>	6038185	JX	
<b>Registration Number:</b>	6038186	JX	
<b>Registration Number:</b>	6068867	EMSUPPLY	
<b>Registration Number:</b>	6086400	JUVARE EXCHANGE	
<b>Registration Number:</b>	6086501	JX	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6086502	JX

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700

*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.*

**Phone:** 312-372-2000

**Email:** ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com

**Correspondent Name:** Jennifer M. Mikulina

**Address Line 1:** 444 West Lake Street, Suite 4000

**Address Line 2:** McDermott Will & Emery LLP

**Address Line 4:** Chicago, ILLINOIS 60606-0029

<b>ATTORNEY DOCKET NUMBER:</b>	111536-0015
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/
<b>DATE SIGNED:</b>	10/22/2020

**Total Attachments: 6**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Trademark Security Agreement*”), effective as of October 22, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Golub Capital LLC, a Delaware limited liability company (“*Golub*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of October 22, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Juvare, LLC, a Delaware limited liability company (the “*Borrower*”), Juvare Intermediate Holdings Inc., a Delaware corporation (“*Intermediate Holdings*”), as a Guarantor, Juvare Holdings Inc., a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 22, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated,

cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW**. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**


*[Remainder of Page Intentionally Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**JUVARE, LLC,**  
as a Grantor

By:   
Name: Nicholas Meeks  
Title: Senior Vice President and Chief  
Financial Officer

**EMSYSTEMS LLC,**  
as a Grantor

By:   
Name: Nicholas Meeks  
Title: Senior Vice President and Chief  
Financial Officer

**ESI ACQUISITION, INC.,**  
as a Grantor

By:   
Name: Nicholas Meeks  
Title: Senior Vice President and Chief  
Financial Officer

ACCEPTED:

**GOLUB CAPITAL LLC,**  
as Collateral Agent




By: 

Name: Robert G. Tuchscherer

Title: Managing Director

**SCHEDULE A**

**U.S. Trademarks and Applications**

<b>MARK</b>	<b>SERIAL NO. / REGISTRATION NO.</b>	<b>CLASS/ NATURE OF SERVICES</b>	<b>FILING DATE / REGISTRATION DATE</b>	<b>OWNER OF RECORD</b>	<b>STATUS</b>
JUVARE	87/811,544 5,880,775	Emergency Response / Software	February 26, 2018 October 8, 2019	EMSystems LLC	Registered
ESI	76/329,794 2,685,742	Emergency Response / Software	October 24, 2001 February 11, 2003	ESI Acquisition, Inc.	Registered
WEBEOC	76/329,260 2,607,488	Emergency Response / Software	October 23, 2001 August 13, 2002	ESI Acquisition, Inc.	Registered
FLEETEYES	85/451,729 4,209,010	Emergency Response / Software	October 20, 2011 September 18, 2012	EMSystems LLC	Registered
	85/448,760 4,266,703	Emergency Response / Software	October 17, 2011 January 1, 2013	EMSystems LLC	Registered
EMSYSTEMS	75/450,747 2,301,047	Emergency Response / Software	March 16, 1998 December 14, 1999	EMSystems LLC	Registered
EMSYSTEMS	76/530,714 2,896,824	Emergency Response / Software	July 11, 2003 October 26, 2004	EMSystems LLC	Registered
 *the USPTO has not yet updated this mark in its database to reflect the new logo.	88/215,599 6,086,502	Emergency Response / Software	December 4, 2018 June 23, 2020	Juvaré, LLC	Registered
	88/285,334 6,038,186	Emergency Response / Software	February 1, 2019 April 21, 2020	Juvaré, LLC	Registered

MARK	SERIAL NO. / REGISTRATION NO.	CLASS/ NATURE OF SERVICES	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
JX	88/215,583 6,086,501	Emergency Response / Software	December 4, 2018 June 23, 2020	Juware, LLC	Registered
JX	88/285,330 6,038,185	Emergency Response / Software	February 1, 2019 April 21, 2020	Juware, LLC	Registered
JUVARE EXCHANGE	88/146,393 6,086,400	Emergency Response / Software	October 8, 2018 June 23, 2020	Juware, LLC	Registered
JUVARE EXCHANGE	88/285,320 6,038,184	Emergency Response / Software	February 1, 2019 April 21, 2020	Juware, LLC	Registered
JUVARE COMMUNITY	88/143,064 5,875,654	Emergency Response / Software	October 4, 2018 October 1, 2019	Juware, LLC	Registered
EMRESOURCE	85/456,378 4,278,147	Emergency Response / Software	October 26, 2011 January 22, 2013	EMSystems LLC	Registered
EMSUPPLY	88/679,029 6,068,867	Emergency Response / Software	November 4, 2019 June 2, 2020	Juware, LLC	Registered
EMTRACK	85/455,141 4,430,777	Emergency Response / Software	October 25, 2011 November 12, 2013	EMSystems LLC	Registered