

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM606021

<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>
Advanced Data Processing, Inc.		10/30/2020	Corporation: DELAWARE
Digitech Computer LLC		10/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS Trust Company LLC		
<b>Street Address:</b>	3 Second Street		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3248573	TRIPTIX	
<b>Registration Number:</b>	5085023	AMBULANCE COMMANDER	
<b>Registration Number:</b>	4592726	APPEAL - IT	
<b>Registration Number:</b>	4596719	PCR LENS	
<b>Registration Number:</b>	2866842	DIGITECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	493699		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		

CH \$140.00 3248573

<b>DATE SIGNED:</b>	10/30/2020
<b>Total Attachments: 7</b> source=10-30-20 Advanced Data#page1.tif source=10-30-20 Advanced Data#page2.tif source=10-30-20 Advanced Data#page3.tif source=10-30-20 Advanced Data#page4.tif source=10-30-20 Advanced Data#page5.tif source=10-30-20 Advanced Data#page6.tif source=10-30-20 Advanced Data#page7.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 30, 2020, among Digitech Computer LLC and Advanced Data Processing, Inc. (each of the foregoing, a **"Grantor"**, and collectively, **"Grantors"**), and GLAS Trust Company LLC (**"GLAS"**), as collateral agent for the Secured Parties (in such capacity, the **"Collateral Agent"**).

**RECITALS**

- (A) Digitech Computer LLC, a Delaware limited liability company, the Holding Companies party thereto, the Subsidiary Guarantors party thereto, the financial institutions party thereto as lenders, and GLAS, as administrative agent and as the Collateral Agent and each other agent are parties to a Credit Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the **"Credit Agreement"**).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of October 30, 2020, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the **"Pledge and Security Agreement"**), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**Section 2 Grant of Security Interest in Intellectual Property Collateral**

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

**"Intellectual Property Collateral"** means each Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all U.S. registered Copyrights owned by or exclusively licensed to any Grantor, including those referred to on Schedule I hereto;
- (b) all U.S. registered Patents owned by or exclusively licensed to any Grantor, including those referred to on Schedule II hereto; and
- (c) all U.S. registered Trademarks owned by or exclusively licensed to any Grantor, including those referred to on Schedule III hereto;

**Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

**Section 4      Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**Section 5      Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

DIGITECH COMPUTER LLC,  
as Grantor

By: 

Name: Mark Schiowitz

Title: Chief Executive Officer

ADVANCED DATA PROCESSING, INC.,  
as Grantor

By: 

Name: Mark Schiowitz

Title: Chief Executive Officer

ACCEPTED AND AGREED

GLAS TRUST COMPANY LLC,  
as Collateral Agent

By: 

Name:

Title:

Yana Kalenko  
Vice President

Signature Page to IP Security Agreement

TRADEMARK  
REEL: 007091 FRAME: 0847

# **SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

## **COPYRIGHT REGISTRATIONS**

### **Copyrights**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
Advanced Data Processing, Inc.	Fiesta PAS	TXu001323658	01/30/2007
Advanced Data Processing, Inc.	Pick PAS	TXu001358578	01/23/2007
Advanced Data Processing, Inc.	QClaim	TXu001336557	01/30/2007
Advanced Data Processing, Inc.	Intermedix EMS Basic Training	TXu001909892	5/12/2014
Advanced Data Processing, Inc.	Intermedix Non-Emergency Transport Documentation Training	TX0008044171	2/10/2015

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

**Patents**


None.



# SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

## TRADEMARK REGISTRATIONS

### Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
Advanced Data Processing, Inc.	TRIPTIX	3,248,573	5/29/2007
Digitech Computer LLC	Ambulance Commander	5,085,023	11/22/2016
Digitech Computer LLC	Appeal – IT	4,592,726	8/26/2014
Digitech Computer LLC	PCR Lens	4,596,719	9/2/2014
Digitech Computer LLC	 (logo)	2,866,842	7/27/2004