

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Points Mezzanine Fund III, L.P.		10/30/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Investors Bank		
Street Address:	101 JFK Parkway		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07078		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4885205	ADAR PRIVATECLOUD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	496392		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/03/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This Intellectual Property Security Interest Assignment Agreement (this “Assignment”), is made as of October 30, 2020, by and between FIVE POINTS MEZZANINE FUND III, L.P., as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “Existing Agent”) and INVESTORS BANK, as the successor administrative agent to the Existing Agent (in such capacity together with its successors and assigns, the “Successor Agent”). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement (as defined below), Security Agreement (as defined below), Trademark Notice (as defined below), or Agency Assignment Agreement (as defined below) as the context requires.

WHEREAS, pursuant to that certain Credit Agreement dated as of January 9, 2020 (as amended, restated, modified, supplemented, extended, renewed or replaced from time to time, the “Credit Agreement”) among the ADAR, INC., a Delaware corporation (the “Borrower”), ADAR HOLDINGS, INC., a Delaware corporation (“Holdings”), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Existing Agent, the Security and Pledge Agreement dated as of dated as of January 9, 2020 (as amended, restated, modified, supplemented, extended, renewed or replaced from time to time, the “Security Agreement”) among the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Existing Agent, and the other Loan Documents, including that certain Notice of Grant of Security Interest in Trademark by the Borrower in favor of the Existing Agent recorded at the United States Patent and Trademark Office on January 10, 2020 at Reel 6835 Frame 0294 (the “Trademark Notice”), the Borrower granted to the Existing Agent, for the benefit of the holders of the Secured Obligations, Liens including a continuing security interest in any and all right, title and interest of Borrower in and to all Trademarks, including the trademark registration set forth on Schedule A hereto (the “Trademark Collateral”); and

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of the same date hereof (as amended, restated, modified, supplemented, extended, renewed or replaced from time to time, the “Agency Assignment Agreement”), among the Existing Agent and the Successor Agent, the Existing Agent is resigning as, and the Successor Agent is being appointed and accepting appointment as, the Administrative Agent under the Credit Agreement, Security Agreement, and the other Loan Documents, including the Trademark Notice.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the parties hereto hereby acknowledge and agree as follows:

1. Succession and Replacement of Administrative Agent. Pursuant to the terms and conditions set forth in the Agency Assignment Agreement, the Existing Agent resigned as the Administrative Agent under the Credit Agreement and the other Loan Documents and assigned to the Successor Agent all of the rights, remedies, duties and other obligations of the Existing Agent under the Credit Agreement and the other Loan Documents, including all Liens pertaining to or arising from the Loan Documents, including in and to the Trademark Collateral, including the Trademark Collateral set forth on Schedule A hereto, as set forth in the Trademark Notice, in each case as more fully set forth in the Agency Assignment Agreement. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the Liens in and to the Collateral granted to the Existing Agent, including the Trademark Notice and the Trademark Collateral, including the Trademark Collateral set forth on Schedule A hereto, which Liens are now succeeded by and transferred to the Successor Agent.

2. Incorporation. All terms set forth in the Agency Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the


extent that the terms set forth herein are inconsistent with the terms of the Agency Assignment Agreement, the terms set forth in Agency Assignment Agreement shall control.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

FIVE POINTS MEZZANINE FUND III, L.P., as
Assignor

By: Five Points Mezzanine Advisors III, LLC,
its general partner

By: 
Name: Thomas H. Westbrook
Title: Manager

INVESTORS BANK, as Assignee

By: _____
Name: THOMAS L. SAVAGE
Title: Senior Vice President

Investors Bank
99 Wood Avenue South, 8th Floor
Iselin, New Jersey 08830
Attention: Thomas L. Savage, SVP
Email: tsavage@investorsbank.com

With a copy to:

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
Attn: Peter R. Herman, Esq.
Email: pberman@wilentz.com

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

FIVE POINTS MEZZANINE FUND III, L.P., as
Assignor

By: Five Points Mezzanine Advisors III, LLC,
its general partner

By: _____
Name: _____
Title: _____

INVESTORS BANK, as Assignee

By: Thomas L. Savage
Name: THOMAS L. SAVAGE

Title: Senior Vice President

Investors Bank
99 Wood Avenue South, 8th Floor
Iselin, New Jersey 08830
Attention: Thomas L. Savage, SVP
Email: tsavage@investorsbank.com

With a copy to:

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
Attn: Peter R. Herman, Esq.
Email: pberman@wilentz.com

SCHEDULE A

U.S. Trademark Subject to Security Interest
Granted by Adar, Inc.
In Favor of Five Points Mezzanine Fund III, L.P., as Administrative Agent
Recorded January 10, 2020 at Reel 6835 Frame 0294

Trademark Registration

Mark	Reg. No.	Reg. Date
ADAR PRIVATECLOUD	4885205	01/12/16

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