

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO-VIGIL, INC.		01/11/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5010825	VGS VIRTUAL GUARD STATION	
Registration Number:	4996163		
Registration Number:	4880864	PRO-VIGIL	
Registration Number:	3931125	HUMANALYTICS	
Registration Number:	3919452	PRO VIGIL	
Registration Number:	3919451	PRO VIGIL	
Registration Number:	3870889	VGS VIRTUAL GUARD STATION	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.326		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$190.00 5010825

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/11/2021
Total Attachments: 6 source=07. Trademark Security Agreement#page1.tif source=07. Trademark Security Agreement#page2.tif source=07. Trademark Security Agreement#page3.tif source=07. Trademark Security Agreement#page4.tif source=07. Trademark Security Agreement#page5.tif source=07. Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of January 11, 2021, by **PRO-VIGIL, INC.**, a Texas corporation (“Grantor”), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for Loans and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (the “USPTO”) or in any similar office or agency of the United States, any state thereof or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “Trademark Licenses”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of

property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all registered Trademarks and trademark applications pending with the USPTO, owned by Grantor as of the date hereof.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

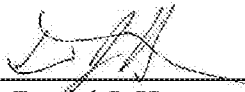
5. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PRO-VIGIL, INC., a Texas corporation

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer


Agreed and Accepted
as of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware statutory
trust, as Administrative Agent

By: Apollo Capital Management, L.P.
Its: Investment Manager


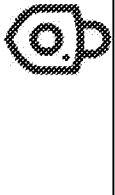
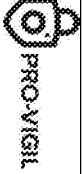

By: Apollo Capital Management GP, LLC
Its: General Partner

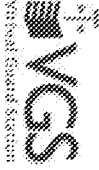
By: 

Maurice Amsellem
Authorized Signatory

Schedule 1
 Trademark Applications

Trademarks

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
	86645204	05/29/2015	5010825	08/02/2016	Pro-Vigil, Inc.	LIVE
	86645172	05/29/2015	4996163	07/12/2016	Pro-Vigil, Inc.	LIVE
	86643977	05/28/2015	4880864	01/05/2016	Pro-Vigil, Inc.	LIVE
HUMANANALYTICS	85096276	07/29/2010	3931125	03/15/2011	Pro-Vigil, Inc.	LIVE
PRO VIGIL	85071555	06/25/2010	3919452	02/15/2011	Pro-Vigil, Inc.	LIVE
	85071544	06/25/2010	3919451	02/15/2011	Pro-Vigil, Inc.	LIVE

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
	77451627	04/18/2008	3870889	11/02/2010	Pro-Vigil, Inc.	LIVE

TRADEMARK

REEL: 007159 FRAME: 0771

RECORDED: 01/11/2021