

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veritas Collaborative North Carolina, LLC		03/17/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC, as Collateral Agent		
Street Address:	330 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5825642	VERITAS COLLABORATIVE	
Registration Number:	5825641	VERITAS COLLABORATIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	03/17/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made on March 17, 2021, by and among Grantors listed on the signature pages hereto (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **GUGGENHEIM CREDIT SERVICES, LLC**, a Delaware limited liability company (“GCS”), as collateral agent for each of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 17, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders identified on the signature pages thereto, GCS, as Administrative Agent, Collateral Agent, Lead Arranger, sole arranger and sole book runner, **OLDEM, P.C.**, a Minnesota professional corporation (“Oldem Holdings”), as a Guarantor, **VCTEP LLC**, a Delaware limited liability company (“VCTEP Holdings” and together with Oldem Holdings, individually and collectively, jointly and severally “Holdings”), as a Guarantor, **VERITAS MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“Veritas Management”), **VERITAS COLLABORATIVE, LLC**, a North Carolina limited liability company (“VC”), **VERITAS COLLABORATIVE VIRGINIA, LLC**, a Virginia limited liability company (“VC Virginia”), **VERITAS COLLABORATIVE NORTH CAROLINA, LLC**, a North Carolina limited liability company (“VC North Carolina”), **VERITAS COLLABORATIVE GEORGIA, LLC**, a Georgia limited liability company (“VC Georgia”), **VERITAS COLLABORATIVE ATLANTA, LLC**, a Georgia limited liability company (“VC Atlanta”), **VERITAS COLLABORATIVE CHARLOTTE, LLC**, a North Carolina limited liability company (“VC Charlotte”, and together with Veritas Management, VC, VC Virginia, VC North Carolina, VC Georgia, and VC Atlanta, individually and collectively, jointly and severally, “Veritas Borrower”), **TEP MANAGEMENT, LLC**, a Delaware limited liability company (“TEP Management”), **THE EMILY PROGRAM, P.C.**, a Minnesota professional corporation (“Emily PC”), **TOOGOOD HOLDINGS, LLC**, a Minnesota limited liability company (“Toogood”), **JLD HOLDINGS, LLC**, a Minnesota limited liability company (“JLD”), **AWH HOLDINGS, LLC**, a Minnesota limited liability company (“AWH”), and **DBT CLEVELAND, LLC**, an Ohio limited liability company (“CCED” together with Veritas Borrower, TEP Management, Emily PC, Toogood, JLD and AWH, individually and collectively, jointly and severally, “Borrower”), and the other Guarantors from time to time party thereto, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Joinder No.1 to Security Agreement dated as of the date hereof, joining Grantors to that certain Security Agreement, dated as of December 17, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL WAIVER SET FORTH IN SECTION 25, SECTION 26 AND SECTION 27, RESPECTIVELY, OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**VERITAS COLLABORATIVE NORTH
CAROLINA, LLC**

By: 

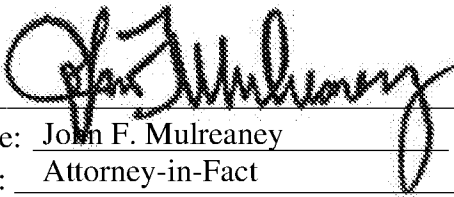
Name: Dave Willcutts

Title: Chief Executive Officer, President
and Treasurer

COLLATERAL AGENT:


**ACCEPTED AND ACKNOWLEDGED
BY:**

**GUGGENHEIM CREDIT SERVICES,
LLC, a Delaware limited liability company**

By: 
Name: John F. Mulreaney
Title: Attorney-in-Fact

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Registration No.	Registration Date	Owner(s)
 VERITAS COLLABORATIVE	5825642	August 6, 2019	Veritas Collaborative North Carolina, LLC
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