

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED CLAIM SOLUTIONS, LLC (dba Valenz Claim)		04/01/2021	Limited Liability Company: DELAWARE
VALENZPROTEKHT, LLC.		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6252191	VALENZ	
Registration Number:	6252217	VALENZ	
Registration Number:	5779956	KOZANI HEALTH	
Serial Number:	90558143	VALENZ PROTEKHT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/01/2021		
Total Attachments: 5			

CH \$115.00 6252191

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“*Trademark Security Agreement*”), dated as of April 1, 2021, is made by UNITED CLAIM SOLUTIONS, LLC (dba Vālenz Claim), a Delaware limited liability company (“*United*”), and VALENZPROTEKHT, LLC., a Delaware limited liability company (“*ValenzProteKHt*” and together with United, the “*Grantors*”), in favor of SILICON VALLEY BANK, as Administrative Agent (“*Administrative Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of August 16, 2017 (“*Guarantee*”), as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee.

RECITALS

WHEREAS, reference is made to the Credit Agreement, dated as of August 16, 2017, as amended by that certain First Amendment to Credit Agreement, dated as of June 20, 2018 and that certain Second Amendment to Credit Agreement, dated as of the date hereof (the “*Credit Agreement*”) by and among UCS Holdings, Inc. (dba Vālenz), a Delaware corporation (“*Holdings*”), the Grantors, INETICO, LLC (dba Vālenz Care), a Delaware limited liability company (“*Inetico*”), Zebu Compliance Solutions, LLC (fka Zebu Acquisition, LLC) (dba Vālenz Assurance), a Delaware limited liability company (“*Zebu*” and together with the Grantors, Holdings and Inetico, each a “*Borrower*” and together the “*Borrowers*”), the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), and Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, Administrative Agent agreed to extend credit to Grantors in the amounts and manner set forth in the Credit Agreement. Administrative Agent is willing to extend such credit only upon the condition, among others, that Grantors grant to Administrative Agent a security interest in the Collateral (as defined in the Credit Agreement) pursuant to the Guarantee, including certain Trademarks to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure their obligations under the Credit Agreement and the other Loan Documents, Grantors hereby grant and pledge to Administrative Agent a security interest in all of the Grantors’ rights, titles and interests in and to their Intellectual Property (including without limitation those Trademarks listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, the

goodwill of the businesses with which the Trademarks are associated, and all rights corresponding thereto throughout the world and all renewals and extensions thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, Guarantee and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement, Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement, the Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

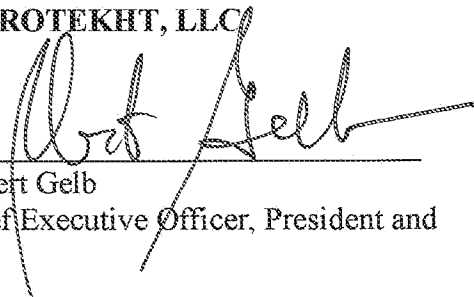
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTORS:

**UNITED CLAIM SOLUTIONS, LLC
VALENZPROTEKHT, LLC**

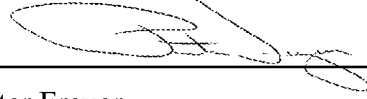
By: 
Name: Robert Gelb
Title: Chief Executive Officer, President and
Secretary

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

SILICON VALLEY BANK

By: _____



Name: Peter Freyer

Title: Managing Director



[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007240 FRAME: 0986**

EXHIBIT A

Trademarks

U.S. Trademark Registrations

Grantors	Mark	Status/Status Date	App. No./Reg. No.
United Claim Solutions, LLC	VALENZ PROTEKHT 	App. Date: March 3, 2021	App. No.: 90558143
United Claim Solutions, LLC	VALENZ VALENZ	Reg. Date: January 19, 2021 App. Date: June 28, 2019	App. No.: 88493696 Reg. No.: 6252191
United Claim Solutions, LLC	VALENZ 	Reg. Date: January 19, 2021 App. Date: July 15, 2019	App. No.: 88513988 Reg. No.: 6252217
ValenzProteKHt, LLC	KOZANI HEALTH Kozani Health	Reg. Date: June 18, 2019 App. Date: October 29, 2018	App. No.: 88172986 Reg. No.: 5779956