

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Optronics, Inc.		05/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	78868723	CLINICAL CONDUCTOR	
Serial Number:	85857728	BIOPOINT	
Serial Number:	85857764	MOMENTUM	
Serial Number:	85857668	BIO-OPTRONICS	
Serial Number:	90555927	CCCOMMUNITY	
Serial Number:	90554088		
Serial Number:	90550283	CC TRIALSUITE	
Serial Number:	90547985	CCVIDEO	
Serial Number:	90548004	CCTEXT	
Serial Number:	90548018	CCPAY	
Serial Number:	90548034	CCESOURCE	
Serial Number:	90548047	CCEREG	
Serial Number:	90548064	CCECONSENT	
Serial Number:	90548078	CCCTMS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		

OP \$365.00 78868723

Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 040896-0118

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 05/14/2021

Total Attachments: 7

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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bearcat Buyer, Inc., a Delaware corporation, Bearcat Intermediate, Inc., a Delaware corporation, Ares Capital Corporation, as First Lien Credit Agreement Agent, and Ares Capital Corporation, as Second Lien Credit Agreement Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 14, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Bio-Optronics, Inc., a Delaware corporation and YourEncore, Inc., a Delaware corporation (**each, a “Grantor”**) in favor of Ares Capital Corporation, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto and the Agent, pursuant to which the **Grantors have** granted a security interest to the Agent in the IP Collateral (as defined below) and **are** required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, **each** Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of **such** Grantor (collectively, the “IP Collateral”):

A. all Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;

B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. **Each** Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Termination or Release.** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by **each relevant** Grantor hereunder shall be automatically released and **each relevant** Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to **any** Grantor, at **such** Grantor’s expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that **such** Grantor shall reasonably request, in a form reasonably satisfactory to such Grantor, to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. **Each** Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

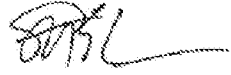
SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL**

HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BIO-OPTRONICS, INC., a Delaware corporation,
as a Grantor

By: 
Name: Scott Uebele
Title: President and Secretary

YOURENCORE, INC., a Delaware corporation,
as a Grantor

By: 
Name: Scott Uebele
Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:


ARES CAPITAL CORPORATION,
as Agent

By: 

Name: Mark Affolter
Title: Partner

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
1.	YOURENC ORE	78584201	10-MAR-2005	3129005	15-AUG-2006	YourEncore, Inc.
2.	CLINICAL CONDUCT OR	78868723	25-APR-2006	3341869	20-NOV-2007	Bio-Optronics, Inc.
3.	BIOPOINT	85857728	22-FEB-2013	4418032	15-OCT-2013	Bio-Optronics, Inc.
4.	MOMENTU M	85857764	22-FEB-2013	4418034	15-OCT-2013	Bio-Optronics, Inc.
5.	BIO- OPTRONIC S	85857668	22-FEB-2013	4435402	19-NOV-2013	Bio-Optronics, Inc.
6.	CCCOMMU NITY	90555927	02-MAR-2021			Bio-Optronics, Inc.
7.	 Design Only	90554088	01-MAR-2021			Bio-Optronics, Inc.
8.	CC TRIALSUIT E	90550283	26-FEB-2021			Bio-Optronics, Inc.
9.	CCVIDEO	90547985	25-FEB-2021			Bio-Optronics, Inc.
10.	CCTEXT	90548004	25-FEB-2021			Bio-Optronics, Inc.
11.	CCPAY	90548018	25-FEB-2021			Bio-Optronics, Inc.
12.	CCESOURC E	90548034	25-FEB-2021			Bio-Optronics, Inc.
13.	CCEREG	90548047	25-FEB-2021			Bio-Optronics, Inc.
14.	CCECONSE NT	90548064	25-FEB-2021			Bio-Optronics, Inc.

Signature Page to Second Lien Intellectual Property Security Agreement

15.	CCCTMS	90548078	25-FEB-2021			Bio-Optronics, Inc.
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