

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vital Holdings, LLC		06/29/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Annaly Middle Market Lending LLC		
Street Address:	1211 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5924291	VRC	
Registration Number:	5500796	VVS VITAL VAULTING SERVICES	
Registration Number:	5516909	VITALCHART	
Registration Number:	5511239	VITALCHART HEALTH INFORMATION MANAGEMENT	
Registration Number:	5008852	ICOR	
Registration Number:	4152498	VITALSCAN	
Registration Number:	4356089	VRC VITAL RECORDS CONTROL	
Registration Number:	4152499	VITALRF	
Registration Number:	4152500	VITALTRAC	
Registration Number:	4152495	VRC	
Registration Number:	4152496	VITALWEB	
Registration Number:	4326502	VITAL RECORDS CONTROL	
Registration Number:	4058466	VITALSHRED	
Registration Number:	3910506	SUPER SHRED	
Registration Number:	3910507	SUPER SHRED	
Registration Number:	3721372		
Registration Number:	1241436	NATIONAL SECURITY	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 5924291

Fax Number:

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.

Phone: 415-571-1000
Email: TrademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
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SIGNATURE:	/Laura M. Franco/
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DATE SIGNED:	06/29/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **June 29, 2021** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ANNALY MIDDLE MARKET LENDING LLC**, as Collateral Agent for the Secured Parties (as such terms are defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of **June 29, 2021** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing with the exception of intent to use applications for any of the foregoing, and including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all damages and other Proceeds of any such suit (collectively, the “**Trademarks**”).

Notwithstanding anything herein to the contrary, in no event shall any Grantor be deemed to have granted a security interest in any Grantor’s right, title or interest in any Excluded Asset.

SECTION 2. Recordation. Each Grantor authorizes and requests that the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable U.S. government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VITAL HOLDINGS, LLC,
as a Grantor

By: 
Name: Frederick D. Palo
Title: Chief Executive Officer

**ANNALY MIDDLE MARKET LENDING LLC, as
Collateral Agent**

By: 
Name: Peter Dancy
Title: Managing Director

By: 
Name: Brian Dolan
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights
None.
2. Patents
None.
3. Trademarks








Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VRC Design	U.S. Federal	5924291	12/3/2019	12/3/2025	Registered	Vital Holdings, LLC
	VVS VAULTING SERVICES Design VITAL	U.S. Federal	5500796	6/26/2018	6/26/2024	Registered	Vital Holdings, LLC
	VITALCHART	U.S. Federal	5516909	7/17/2018	7/17/2024	Registered	Vital Holdings, LLC

Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VITALCHART HEALTH INFORMATION MANAGEMENT Design	U.S. Federal	5511239	7/10/2018	7/10/2024	Registered	Vital Holdings, LLC
	ICOR	U.S. Federal	5008852	7/26/2016	7/26/2022	Registered	Vital Holdings, LLC
	VITALSCAN	U.S. Federal	4152498	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VRC RECORDS CONTROL Design	U.S. Federal	4356089	6/25/2013	6/25/2023	Registered Partial Section 2(F)	Vital Holdings, LLC
	VITALRF	U.S. Federal	4152499	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VITALTRAC	U.S. Federal	4152500	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC

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Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VRC	U.S. Federal	4152495	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VITALWEB	U.S. Federal	4152496	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VITAL RECORDS CONTROL	U.S. Federal	4326502	4/30/2013	4/30/2022	Registered Section 2(F)	Vital Holdings, LLC
	VITALSHRED	U.S. Federal	4058466	11/22/2011	11/22/2021	Registered	Vital Holdings, LLC
	SUPER SHRED	U.S. Federal	3910506	1/25/2011	1/25/2021	Registered Section 2(F)	Vital Holdings, LLC
	SUPER SHRED Design	U.S. Federal	3910507	1/25/2011	1/25/2021 Grace period for renewal ends 7/25/2021.	Registered Partial Section 2(F)	Vital Holdings, LLC

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Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	Design Only	U.S. Federal	3721372	12/8/2009	12/8/2029	Renewed (Registered)	Vital Holdings, LLC
	NATIONAL SECURITY Design	U.S. Federal	1241436	6/7/1983	6/7/2023	Renewed (Registered)	Vital Holdings, LLC

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RECORDED: 06/29/2021