

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
dESCO, LLC		07/01/2021	Limited Liability Company: DELAWARE
Clearent, LLC		07/01/2021	Limited Liability Company: MISSOURI
Clearent Merchant Services, Inc.		07/01/2021	Corporation: DELAWARE
Clearent Software Holdings, LLC		07/01/2021	Limited Liability Company: MISSOURI
ISV1, LLC		07/01/2021	Limited Liability Company: MISSOURI
Backtell LLC		07/01/2021	Limited Liability Company: TEXAS
DWI, LLC		07/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Security Agent
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3754047	SERVICE AUTOPILOT
Registration Number:	4267098	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL
Registration Number:	4074261	DENTALPAY
Registration Number:	4074260	CHIROPAY
Registration Number:	4074262	VETPAY
Registration Number:	4074263	MEDSPAPAY
Registration Number:	4074264	VISIONPAY
Registration Number:	4901234	COMPASS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6037321	CLEARENT
Registration Number:	5132731	FIELDEDGE
Registration Number:	4849206	QUALITY SERVICE PRICING
Registration Number:	4849207	SERVICE FREQUENCY
Registration Number:	4527950	COOLFRONT
Registration Number:	3910602	WINTAC
Registration Number:	5640418	SPOT
Registration Number:	2064846	SPOT

CORRESPONDENCE DATA

Fax Number: 7132249511

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: 713 546 5000

Email: juan.arias@weil.com

Correspondent Name: Sabrina Lyon

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 700 Louisiana Street, Suite 1700

Address Line 4: Houston, TEXAS 77002-2755

ATTORNEY DOCKET NUMBER: Sabrina Lyon - 36263.0003

NAME OF SUBMITTER: Sabrina Lyon

SIGNATURE: /Sabrina Lyon/

DATE SIGNED: 07/01/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 1, 2021, (this "Agreement"), by dESCO, LLC, a Delaware limited liability company, Clearent, LLC, a Missouri limited liability company, Clearent Merchant Services, Inc., a Delaware corporation, Clearent Software Holdings, LLC, a Missouri limited liability company, ISV1, LLC, a Missouri limited liability company, Backtell LLC, a Texas limited liability company and DWI, LLC, a Delaware limited liability company (each, a "Grantor") in favor of Alter Domus (US) LLC, in its capacity as security agent for the Secured Parties (in such capacity, the "Security Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), by and among Clearent Newco, LLC, a Delaware limited liability company (the "Borrower"), Clearent Holdings, LLC, a Missouri limited liability company ("Holdings"), each of the Subsidiaries of the Borrower listed on the signature pages thereto or that becomes a party hereto pursuant to Section 7.10 thereof and the Security Agent. The Lenders (as defined in the Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Amendment and Restatement Deed, dated as of June 23, 2021 (which supersedes that certain Amendment and Restatement Deed, dated as of February 24, 2021, the "Amendment and Restatement Deed"), by and among, *inter alios*, AI Sky UK Bidco Limited, as Existing Borrower and Existing Obligors' Agent (the "Existing Borrower"), AI Sky UK Holdco Limited, as Existing Third Party Security Provider (the "Existing Third Party Security Provider"), the Borrower, as New Borrower, Holdings, as New Third Party Security Provider, the Agent (as defined in the Credit Agreement), the Security Agent and the lenders listed therein, which amends and restates that certain Facilities Agreement, dated as of October 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Amendment and Restatement Deed, the "Credit Agreement"), by and among, *inter alios*, the Existing Borrower, the Existing Third Party Security Provider, the Agent, the Security Agent and the lenders party thereto. Consistent with the Agreed Security Principles, the requirements set forth in the Credit Agreement and 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 specified 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 owing to the Super Senior Creditors, the Agent and the Security Agent, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Super Senior Creditors, the Agent and the Security Agent, a continuing security interest, which is separate and distinct from the security interest granted to the Security Agent for the benefit of the Senior Creditors, in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations owing to the Senior Creditors, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Senior Creditors, a continuing security interest, which is separate and distinct from the security interest granted to the Security Agent for the benefit of the Super Senior Creditors, the Agent and the Security Agent, in all of its right, title or interest in, to or under all of the IP Collateral, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located.

SECTION 3. *Security Agreement.* The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature page to this Agreement may be delivered by facsimile or any other electronic mail (included in “.pdf”, “.tiff” or similar format) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Pages Follow]


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



BACKTELL LLC
CLEARENT, LLC
CLEARENT MERCHANT SERVICES,
INC.
CLEARENT SOFTWARE HOLDINGS,
LLC
DESCO, LLC
DWI, LLC
ISV1, LLC

By: 
Name: Pamela Joseph
Title: Chief Executive Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
Backtell LLC	3754047 3/2/2010	Service Autopilot
Clearent Merchant Services, Inc.	4267098 1/1/2013	
Clearent Merchant Services, Inc.	4074261 12/20/2011	DENTALPAY
Clearent Merchant Services, Inc.	4074260 12/20/2011	CHIROPAY
Clearent Merchant Services, Inc.	4074262 12/20/2011	VETPAY
Clearent Merchant Services, Inc.	4074263 12/20/2011	MEDSPAPAY
Clearent Merchant Services, Inc.	4074264 12/20/2011	VISIONPAY
Clearent, LLC	4901234 2/16/2016	COMPASS
Clearent, LLC	6037321 4/21/2020	CLEARENT
dESCO, LLC	5132731 1/31/2017	FIELDEDGE
dESCO, LLC	4849206 11/10/2015	QUALITY SERVICE PRICING
dESCO, LLC	4849207 11/10/2015	SERVICE FREQUENCY
dESCO, LLC	4527950 5/13/2014	COOLFRONT
DWI, LLC	3910602 1/25/2011	WINTAC

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
ISVI, LLC	5640418 01/01/2019	
ISVI, LLC	2064846 5/27/1997	

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER / ISSUE DATE	DESCRIPTION
dESCO, LLC	9,727,832 08/08/2017	METHODS FOR GENERATING A WORK-ORDER IN REAL TIME AND DEVICES THEREOF.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TITLE
dESCO, LLC	TXu001055947 5/23/2001	Electronic Service Control (ESC) Mobile Server
dESCO, LLC	TXu001004940 6/7/2001	Electronic Service Control (ESC)
dESCO, LLC	TX0005074085 10/30/1998	Coastal Computer Corporation Electronic Service Control (Esc) Software (Dim group as string.)
dESCO, LLC	TX0004624256 6/12/1997	Multi-Tech Electronic Dispatch Board
dESCO, LLC	TX0003369803 7/10/1992	Coastal Computer Corporation Contractor Data Management Software Package (Data management)
DWI, LLC	TX0007521363 04/17/2012	Wintac
DWI, LLC	TX0007127789 09/28/2009	Wintac
DWI, LLC	TX0006548901 04/12/2007	Wintac
DWI, LLC	TX0004861038 04/15/1999	WINTAC pro: version 2.1
DWI, LLC	TX0006554490 04/13/2007	Jettra

COPYRIGHT APPLICATIONS

None.