

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comprehensive Finance, Inc.		07/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5923108	FINTECH FOR HEALTHCARE	
Registration Number:	5929022	THE ACCOUNTS RECEIVABLE SOLUTION	
Registration Number:	5971093	CLICK. PAY. SMILE.	
Registration Number:	5753657	ABELLA	
Registration Number:	5697283	ABELLA	
Registration Number:	5573320	IN-THE-CHAIR APPROVALS	
Registration Number:	5423489	WE'RE IN IT FOR GOOD	
Registration Number:	5548766	COMPASSIONATE FINANCE	
Registration Number:	5548770	COMPASSIONATE PAY	
Registration Number:	5548717	COMPASSIONATE PAY	
Registration Number:	5548679	COMPASSIONATE FINANCE	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		

OP \$290.00 5923108

TRADEMARK

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	1421650
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	07/16/2021
Total Attachments: 8 source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page1.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page2.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page3.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page4.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page5.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page6.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page7.tif source=IP_Security_Agreement_-_Comprehensive_Finance_Acquisiton#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of July 16, 2021 by and among **COMPREHENSIVE FINANCE, INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 30, 2020, by and among the Borrowers, **OF BUYER INC.**, a Delaware corporation (“*Parent Guarantor*”), the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), the Administrative Agent, SVB as issuing lender, swingline lender and joint lead arranger, and **SVB INNOVATION CREDIT FUND VII, L.P. (“WestRiver”)**, as joint lead arranger (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Borrowers under the Credit Agreement, Parent Guarantor, the Borrower and the other Guarantors have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as supplemented by that certain Assumption Agreement dated as of July 16, 2021 and as the same may be further amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Parent Guarantor, the other Guarantors and the Grantor shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Obligations of Parent Guarantor, the Borrower, the other Guarantors and the Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, the Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows.]

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

GRANTOR:

COMPREHENSIVE FINANCE, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:


SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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

GRANTOR:

COMPREHENSIVE FINANCE, INC., a
Delaware corporation

By: 
Name: Wendy Glickenhause
Title: Secretary

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

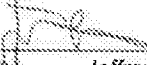
By: 
Name: Jeffrey Raito
Title: Director

EXHIBIT A

Copyrights

None.

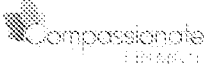
EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Loan Party / Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Comprehensive Finance, Inc.	United States	5923108	11/26/2019	FINTECH FOR HEALTHCARE
Comprehensive Finance, Inc.	United States	5929022	12/3/2019	THE ACCOUNTS RECEIVABLE SOLUTION
Comprehensive Finance, Inc.	United States	5971093	1/28/2020	CLICK. PAY. SMILE.
Comprehensive Finance, Inc.	United States	5753657	5/14/2019	ABELLA
Comprehensive Finance, Inc.	United States	5697283	3/12/2019	
Comprehensive Finance, Inc.	United States	5573320	10/2/2018	IN-THE-CHAIR APPROVALS
Comprehensive Finance, Inc.	United States	5423489	3/13/2018	WE'RE IN IT FOR GOOD
Comprehensive Finance, Inc.	United States	5548766	8/28/2018	
Comprehensive Finance, Inc.	United States	5548770	8/28/2018	
Comprehensive Finance, Inc.	United States	5548717	8/28/2018	COMPASSIONATE PAY
Comprehensive Finance, Inc.	United States	5548679	8/28/2018	COMPASSIONATE FINANCE