

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trax Technologies, Inc.		08/05/2021	Corporation: NEVADA
Trax Holdings, Incorporated		08/05/2021	Corporation: DELAWARE
Veraction, LLC		08/05/2021	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Accel-KKR Credit Partners SPV, LLC, as Administrative Agent
Street Address:	2180 Sand Hill Road
Internal Address:	Suite 300
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3559604	TRAX
Registration Number:	4871557	TRAX SCORE
Registration Number:	4837311	TRAX CERTIFIED
Registration Number:	4837310	TRAX CERTIFIED INVOICE
Registration Number:	4806798	TRAX RISK SCORE
Registration Number:	4784688	VERACTION
Registration Number:	4738595	
Registration Number:	5125237	TOTAL TSM

CORRESPONDENCE DATA

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: 3128637141

Email: kristen.lange@goldbergekohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

TRADEMARK

Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7675.023

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 08/06/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of August, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ACCEL-KKR CREDIT PARTNERS SPV, LLC** in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 5, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among TRAX GROUP, INC., a Delaware corporation ("Parent"), TRAX MIDCO, LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Financing Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of August 5, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Liabilities, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, in each case, to the extent constituting Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I (provided that such Grantor shall not be required to schedule any Intellectual Property Licenses for commercially available off-the-shelf software, click-wrap or shrink-wrap licenses, services, open source code, or application programming interfaces (API) that are generally available to the public which have been licensed to a Grantor pursuant to end-user licenses);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Liabilities and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts

and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TRAX TECHNOLOGIES, INC.

DocuSigned by:
Liz Murray
By: _____
Name: Elizabeth Murray
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

TRAX HOLDINGS, INCORPORATED

DocuSigned by:
Liz Murray
By: _____
Name: Elizabeth Murray
Title: Chief Financial Officer and Secretary

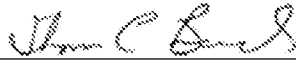
VERACTION, LLC

DocuSigned by:
Liz Murray
By: _____
Name: Elizabeth Murray
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACCEL-KKR CREDIT PARTNERS SPV, LLC

By: 
Name: Thomas C. Barnds
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Trax Holdings, Incorporated	USA	TRAX	3559604	01/13/2009
Trax Technologies, Inc.	USA	TRAX SCORE	4871557	12/15/2015
Trax Technologies, Inc.	USA	TRAX CERTIFIED	4837311	10/20/2015
Trax Technologies, Inc.	USA	TRAX CERTIFIED INVOICE	4837310	10/20/2015
Trax Technologies, Inc.	USA	TRAX RISK SCORE	4806798	09/0820/15
Trax Technologies, Inc.	USA	VERACTION	4784688	08/04/2015
Trax Technologies, Inc.	USA	[Design Only]	4738595	05/19/2015
Veraction, LLC	USA	TOTAL TSM	5125237	01/17/2017