

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accessone Medcard, Inc.		08/20/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC		
Street Address:	525 Okeechobee Boulevard		
Internal Address:	Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSONE	
Registration Number:	5848912	ACCESSONE COMPASSIONATE FINANCING. ACCES	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	08/23/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CCP Agency, LLC (“Comvest”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may from time to time be amended, modified, supplemented and/or restated, the “Credit Agreement”), by and among the lenders from time to time party thereto, Comvest, as Agent for all Lenders, ACCESSONE MEDCARD, INC., a North Carolina corporation (the “Borrower”), and acknowledged and agreed to by ACCESSONE HOLDINGS, INC., a Delaware corporation and sole equity holder of the Borrower, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set for the therein;

WHEREAS, each Grantor is party to that certain Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of Agent to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used in the Collateral Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to Agent, for the benefit of the Secured Persons, a continuing security interest in and Lien upon, all of its right, title and interest in, to and under the following Collateral owned by such Grantor in its own name (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark;

(d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing;

(e) the rights to sue for past, present and future infringements of any of the foregoing;
and

(f) all rights corresponding to any of the foregoing throughout the world.

Section 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and agrees 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Collateral Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released on the Release Date.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCESSONE MEDCARD, INC.

By: 
Name: Craig Rosato
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007400 FRAME: 0743**

ACCEPTED AND AGREED
As of the date first above written:

CCP AGENCY, LLC,
as Administrative Agent

DocuSigned by:
Jason Gelberd
By: _____
Name: Jason Gelberd
Title: Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
ACCESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
	AccessOne MedCard, Inc.	Registered	5,848,912	September 3, 2019

2. TRADEMARK APPLICATIONS

None.