

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671473

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|---|--|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Vertex Companies, Inc. | | 08/31/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Manulife Investment Management Private Equity and Credit (US) LLC, as Administrative Agent | | |
| Street Address: | 200 South Wacker Drive, Suite 820 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85093547 | CONSTRUCTION IN HEALTHCARE TRAINING | |
| Serial Number: | 75231624 | VERTEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Raquel Haleem | | |
| SIGNATURE: | /Raquel Haleem/ | | |
| DATE SIGNED: | 08/31/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2021, is made by The Vertex Companies, Inc., a Delaware corporation (“Grantor”), in favor of Manulife Investment Management Private Equity and Credit (US) LLC (“MIMPEC”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), TWD Vertex Acquisition, LLC, a Delaware limited liability company (“Holdings”), as the initial Borrower, Grantor, as a Borrower (Grantor, together with Holdings and each other Person party to the Credit Agreement that is designated as a “Borrower”, collectively the “Borrowers”), the other Credit Parties from time to time party thereto, Vertex, in its capacity as the Borrower Representative, the Lenders from time to time party thereto, MIMPEC, as Administrative Agent for the Lenders, and Alter Domus (US) LLC, as Paying Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of August 31, 2021 in favor of Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

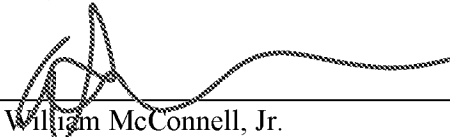
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, 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.

THE VERTEX COMPANIES, INC., a Delaware corporation, as Grantor

By: 
Name: William McConnell, Jr.
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**MANULIFE INVESTMENT
MANAGEMENT PRIVATE EQUITY AND
CREDIT (US) LLC**, as Administrative Agent

By:  _____

Name: Phillip Croff
Title: Director

Trademark Security Agreement

**TRADEMARK
REEL: 007409 FRAME: 0680**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|---|------------------------|-------------------------|-------------------------|--------------------------|-----------------------|
| CONSTRUCTION IN HEALTHCARE TRAINING | 85093547 | 7/27/10 | 4043504 | 2/1/17 | Registered |
| VERTEX | 75231624 | 1/27/97 | 2382041 | 9/5/00 | Registered |

Trademark Applications

None.