

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TrueCoach, Inc.		08/30/2021	Corporation: DELAWARE
Mariana Tek Corporation		08/30/2021	Corporation: FLORIDA
Zingfit LLC		08/30/2021	Limited Liability Company: DELAWARE
Fabricare Systems, LLC		08/30/2021	Limited Liability Company: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Alter Domus (US) LLC, as security agent
<b>Street Address:</b>	225 W. WASHINGTON STREET, 9TH FLOOR
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	5811319	TC TRUE COACH
<b>Registration Number:</b>	5846775	TRUECOACH
<b>Registration Number:</b>	5846776	TRUECOACH
<b>Registration Number:</b>	5941120	MARIANA TEK
<b>Registration Number:</b>	5495100	ZINGFIT
<b>Registration Number:</b>	5267855	SPOT SCHEDULING
<b>Registration Number:</b>	5017564	ZINGFIT
<b>Serial Number:</b>	90825877	FABRICAREMANAGER

## CORRESPONDENCE DATA

Fax Number: 2125305219

*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: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

TRADEMARK

**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 26203.00076

**NAME OF SUBMITTER:** Eric Hyla

**SIGNATURE:** /Eric Hyla/

**DATE SIGNED:** 09/09/2021

**Total Attachments: 7**

source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page1.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page2.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page3.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page4.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page5.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page6.tif  
source=Project Megalo - Intellectual Property Security Agreement (US TSG Joinder) [Executed]#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 30, 2021, (this "Agreement"), by TrueCoach, Inc., a Delaware corporation, Mariana Tek Corporation, a Florida corporation, Zingfit LLC, a Delaware limited liability company and Fabricare Systems, LLC, a Georgia 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 ESIGN 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.

TRUECOACH, INC.  
MARIANA TEK CORPORATION  
ZINGFIT LLC

By:  \_\_\_\_\_  
Name: Floris de Kort  
Title: President

FABRICARE SYSTEMS, LLC

By:   
Name: Pamela Joseph  
Title: Chief Executive Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
TRUECOACH, INC.	5811319 7/23/2019	TC TRUE COACH
TRUECOACH, INC.	5846775 8/27/2019	TRUECOACH
TRUECOACH, INC.	5846776 8/27/2019	TRUECOACH
MARIANA TEK CORPORATION	5941120 12/24/2019	MARIANA TEK
ZINGFIT LLC	5495100 6/19/2018	ZINGFIT
ZINGFIT LLC	5267855 8/15/2017	SPOT SCHEDULING
ZINGFIT LLC	5017564 8/9/2016	ZINGFIT

TRADEMARK APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER / DATE	TRADEMARK
FABRICARE SYSTEMS, LLC	90825877 7/13/2021	FABRICAREMANAGER

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.



SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.