

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674068

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPHERA SOLUTIONS, INC.		09/13/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OWL ROCK CAPITAL CORPORATION		
<b>Street Address:</b>	399 PARK AVENUE		
<b>Internal Address:</b>	38TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4000310	REGDBONLINE	
<b>Registration Number:</b>	5360809	SPHERA	
<b>Registration Number:</b>	5360819	SPHERA	
<b>Registration Number:</b>	5485827	SPHERACLOUD	
<b>Registration Number:</b>	5756565	S SPHERA	
<b>Registration Number:</b>	4682430	SPHERA	
<b>Registration Number:</b>	2460737	ATRION	
<b>Registration Number:</b>	2481694	ENVIRONMAX	
<b>Registration Number:</b>	2965279	FMEA-PRO	
<b>Registration Number:</b>	3121475	ESSENTIAL SUITE	
<b>Registration Number:</b>	2161096	COMPLIANCE SUITE	
<b>Registration Number:</b>	3266503	FMEA-MED	
<b>Registration Number:</b>	3301685	CYBERREGS	
<b>Registration Number:</b>	3330080	FTA- PRO	
<b>Registration Number:</b>	2190308	COMPLY PLUS	
<b>Registration Number:</b>	3468461	STATURE	
<b>Registration Number:</b>	2170743	CHEMMATE	
<b>Registration Number:</b>	2252973	PHA-PRO	

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Property Type	Number	Word Mark
Registration Number:	2342238	COMPLY PLUS
Registration Number:	2361163	DOLPHIN ONLINE
Registration Number:	3905156	ACE
Serial Number:	90864452	S SPHERACLOUD

**CORRESPONDENCE DATA**

Fax Number: 3105572193  
*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: 310-557-2900  
Email: KLATHROP@PROSKAUER.COM  
Correspondent Name: PROSKAUER ROSE LLP  
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400  
Address Line 2: C/O KIMBERLEY A. LATHROP  
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	56013.081
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/13/2021

**Total Attachments: 6**  
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source=Sphera - Trademark Security Agreement#page6.tif

**TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of September 13, 2021, by Sphera Solutions, Inc., a Delaware corporation (the “**Grantor**”), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement dated as of September 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

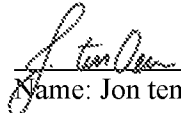
**GRANTOR:**

**SPHERA SOLUTIONS, INC.**

By: DocuSigned by:  
*Paul Marushka*  
AC70E0DC77574FE  
NAME: Paul Marushka  
Title: President and Chief Executive Officer

**OWL ROCK CAPITAL CORPORATION,**

as Collateral Agent

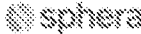
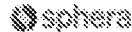

By:  \_\_\_\_\_  
Name: Jon ten Oever

Title: Authorized Signatory

**Schedule I  
to Trademark Security Agreement**


**TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Registered Trademarks

	<b>Owner Name</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
1.	Sphera Solutions, Inc.	REGDBONLINE	July 26, 2011	4000310
2.	Sphera Solutions, Inc.	SPHERA	December 19, 2017	5360809
3.	Sphera Solutions, Inc.	SPHERA and Design	December 19, 2017	5360819
4.	Sphera Solutions, Inc.	 SPHERACLOUD	June 5, 2018	5485827
5.	Sphera Solutions, Inc.	S SPHERA and Design	May 21, 2019	5756565
6.	Sphera Solutions, Inc.	 SPHERA	February 3, 2015	4682430
7.	Sphera Solutions, Inc.	ATRION and Design 	June 19, 2001	2460737
8.	Sphera Solutions, Inc.	ENVIRONMAX	August 28, 2001	2481694
9.	Sphera Solutions, Inc.	FMEA-PRO	July 5, 2005	2965279
10.	Sphera Solutions, Inc.	ESSENTIAL SUITE	July 25, 2006	3121475
11.	Sphera Solutions, Inc.	COMPLIANCE SUITE	May 26, 1998	2161096
12.	Sphera Solutions, Inc.	FMEA-MED	July 17, 2007	3266503
13.	Sphera Solutions, Inc.	CYBERREGS	October 2, 2007	3301685
14.	Sphera Solutions, Inc.	FTA- PRO	November 6, 2007	3330080
15.	Sphera Solutions, Inc.	COMPLY PLUS	September 22, 1998	2190308
16.	Sphera Solutions, Inc.	STATURE	July 15, 2008	3468461
17.	Sphera Solutions, Inc.	CHEMMATE	July 7, 1998	2170743

	<b>Owner Name</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
18.	Sphera Solutions, Inc.	PHA-PRO	June 15, 1999	2252973
19.	Sphera Solutions, Inc.	COMPLY PLUS	April 18, 2000	2342238
20.	Sphera Solutions, Inc.	DOLPHIN ONLINE	June 27, 2000	2361163
21.	Sphera Solutions, Inc.	ACE	January 11, 2011	3905156

2. Trademark Applications

	<b>Owner Name</b>	<b>Trademark</b>	<b>Status</b>	<b>Application Date</b>	<b>Application Number</b>
1.	Sphera Solutions, Inc.	 spheraCloud	Pending	Aug. 4, 2021	90864452