

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674401

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AQUITY SOLUTIONS, LLC | | 09/13/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ALTER DOMUS (US) LLC | | |
| Street Address: | 225 West Washington Street, 9th Floor | | |
| Internal Address: | Attention: Legal Department & CPC Agency | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88264038 | AQUITY | |
| Serial Number: | 88264062 | AQUITY | |
| Serial Number: | 88605437 | AQUITY SOLUTIONS | |
| Serial Number: | 88605358 | AQUITY SOLUTIONS | |
| Serial Number: | 88623383 | SCRIBEASSIST | |
| Serial Number: | 88623374 | DYNASCRIBE | |
| Serial Number: | 90689613 | Q MED PREP | |
| Serial Number: | 90689593 | Q SCRIBE ASSIST | |
| Serial Number: | 90689538 | Q SCRIBE LIVE | |
| Serial Number: | 90689512 | Q CODE | |
| Serial Number: | 90689623 | Q TRANSCRIBE | |
| Serial Number: | 88981456 | DYNASCRIBE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| TRADEMARK | | | |

OP \$315.00 88264038

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1474901

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 09/14/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”), dated as of September 13, 2021, is made by and between **AQUITY SOLUTIONS, LLC**, a Delaware limited liability company (“Company”), and **ALTER DOMUS (US) LLC**, as administrative agent (“Administrative Agent”) for any financial institution which is or becomes a party hereto as a lender (each such financial institution is referred to hereinafter individually as a “Lender” and collectively as the “Lenders”).

Recitals

A. Company and Administrative Agent, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Administrative Agent and (to the extent provided herein) its Affiliates, for the benefit of Lenders, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the in the Trademarks to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or

perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan and Security Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

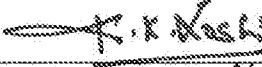
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any executed counterpart of this Agreement delivered by fax or as a PDF file contained in an e-mail transmission to the other parties hereto shall constitute an original counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any applicable law that would cause the application of the law of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

AQUITY SOLUTIONS, LLC, as Company

By: 

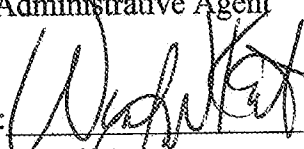
Name: Kashyap Joshi

Its: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007421 FRAME: 0501












ALTER DOMUS (US) LLC
as Administrative Agent

By: 
Name: **Winnalynn N. Kantaris**
Its: **Associate General Counsel**

[Signature Page to Trademark Security Agreement]

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

| TRADEMARKS | OWNER | APPLICATION / FILING DATE | SERIAL NUMBER |
|---|-----------------------|--------------------------------------|----------------------|
|  | Aquity Solutions, LLC | 1/16/2019 | 88/264,038 |
|  | Aquity Solutions, LLC | 1/16/2019 | 88/264,062 |
|  | Aquity Solutions, LLC | 9/5/2019 | 88/605,437 |
|  | Aquity Solutions, LLC | 9/5/2019 | 88/605,358 |
|  | Aquity Solutions, LLC | 9/19/2019 | 88/623,383 |
|  | Aquity Solutions, LLC | 9/19/2019 | 88/623,374 |
|  | Aquity Solutions, LLC | 5/4/2021 | 90/689,613 |
|  | Aquity Solutions, LLC | 5/4/2021 | 90/689,593 |
|  | Aquity Solutions, LLC | 5/4/2021 | 90/689,538 |
|  | Aquity Solutions, LLC | 5/4/2021 | 90/689,512 |
|  | Aquity Solutions, LLC | 5/4/2021 | 90/689,623 |

| | | | |
|-------------------|-----------------------|-----------|------------|
| <u>DYNASCRIBE</u> | Aquity Solutions, LLC | 9/19/2019 | 88/981,456 |
|-------------------|-----------------------|-----------|------------|