

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678260

<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>
ONDEMAND VISIT, INC.		09/30/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
<b>Street Address:</b>	311 SOUTH WACKER DRIVE		
<b>Internal Address:</b>	SUITE 6400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6430279	911 TRIAGE	
<b>Registration Number:</b>	5688114	ONDEMAND VIRTUAL VISIT	
<b>Registration Number:</b>	5534545	ONDEMAND VISIT	
<b>Serial Number:</b>	88091722	ONDEMAND CONSULT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	50606.005		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	09/30/2021		

CH \$115.00 6430279

**Total Attachments: 4**

source=Priority - Trademark Security Agreement (OnDemand) [Executed].pdf#page1.tif

source=Priority - Trademark Security Agreement (OnDemand) [Executed].pdf#page2.tif

source=Priority - Trademark Security Agreement (OnDemand) [Executed].pdf#page3.tif

source=Priority - Trademark Security Agreement (OnDemand) [Executed].pdf#page4.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 30, 2021, is executed by the undersigned (“Grantor”) for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Lenders, in connection with a Guaranty and Collateral Agreement dated as of April 12, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, a security interest in substantially all of its assets (including the Trademark Collateral, as defined below), as collateral security for the prompt and complete payment and performance when due of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2)) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

OnDemand Visit, Inc.,  
a California corporation,  
as a Grantor

By: *Kristi Ponczak*  
Name: Kristi Ponczak  
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: 

Name: Matthew R. Lane

Title: Managing Director

SCHEDULE 1

**TRADEMARK COLLATERAL**

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
OnDemand Visit, Inc.	911 TRIAGE	Serial Number: 90139477	6430279	N/A	July 20, 2021
OnDemand Visit, Inc.	ONDEMAND VIRTUAL VISIT	Serial Number: 88188337	5688114	N/A	February 26, 2019
OnDemand Visit, Inc.	ONDEMAND VISIT	Serial Number: 87732495	5534545	N/A	August 7, 2018
OnDemand Visit, Inc.	ONDEMAND CONSULT	Serial Number: 88091722	N/A	August 24, 2018	N/A