

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technology Partners, LLC		11/16/2021	Limited Liability Company: NORTH CAROLINA
Unify Processing LLC		11/16/2021	Limited Liability Company: DELAWARE
Phicure Next, LLC		11/16/2021	Limited Liability Company: DELAWARE
Groundbreaking Technology LLC		11/16/2021	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent
Street Address:	225 W Washington St., 9th Floor
Internal Address:	C/O Cortland Capital Market Services LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5289388	IMAGINEAPPLIANCE
Registration Number:	5161735	HONORCARE
Registration Number:	4821286	EDIQ
Registration Number:	4406156	IMAGINERADIOLOGY
Serial Number:	87789740	IMAGINE
Serial Number:	87767009	IMAGINE SOFTWARE
Serial Number:	87767050	IMAGINE SOFTWARE
Serial Number:	87767111	IMAGINEBILLING
Serial Number:	87767400	IMAGINEPAY
Serial Number:	87767424	IMAGINEINTELLIGENCE
Serial Number:	87767451	IMAGINEAI
Serial Number:	87767477	IMAGINETRUEICE
Serial Number:	87767492	IMAGINEMEDFM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87767506	IMAGINEMEDMC

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	385629-289
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/16/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of **VARAGON CAPITAL PARTNERS AGENT, LLC**, as administrative agent and collateral agent (together with its successors in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS:

WHEREAS, **IMAGINE MIDCO, INC.**, a Delaware corporation (“Holdings”) and **IMAGINE ACQUISITIONCO, INC.**, a Delaware corporation (the “Borrower”) have entered into the Credit Agreement dated as of November 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the Lenders party thereto, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of November 16, 2021 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the USCO or USPTO, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

- **Grant of Security**. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to all of the following personal property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but subject to the last sentence of this Section 1, the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guarantee and Collateral Agreement):

all Intellectual Property (including the Copyrights (as defined in the Guarantee and Collateral Agreement) set forth on Schedule 1 hereto, the Trademarks (as defined in the Guarantee and Collateral Agreement) set forth on Schedule 2 hereto and the Patents (as defined in the Guarantee and Collateral Agreement) set forth on Schedule 3 hereto), the right to sue or otherwise recover for any and all past, present and future Infringement and misappropriations of any Copyright, Patent, Trademark, or Trade Secret (as defined in the Guarantee and Collateral Agreement), and all income, royalties, damages and other payments now or hereafter due and/or payable with respect to any Copyright, Patent, Trademark or Trade Secret; and

all Proceeds (as defined in the Guarantee and Collateral Agreement), products, accessions, rents and profits of any and all of the foregoing and all collateral security, Supporting Obligations and guarantees given by any Person with respect to any of the foregoing.

Anything to the contrary in this IP Security Agreement notwithstanding, this IP Security Agreement shall not constitute a grant of a security interest in any Excluded Assets and none of the Excluded Assets shall constitute IP Collateral; provided, however, that (x) a security interest shall immediately be granted to the Administrative Agent (for the benefit of the Secured Parties) and attach to, and IP Collateral shall immediately include, any asset (or portion thereof) upon such asset (or portion thereof) ceasing to be an Excluded Asset, and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Administrative Agent's unconditional continuing security interest in any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any Excluded Asset (except to the extent such proceeds independently constitute an Excluded Asset).

- **[Reserved]**.
- **Recordation**. Each Grantor authorizes and requests the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer to record this IP Security Agreement.
- **Execution in Counterparts**. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.
- **GOVERNING LAW**. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby shall be construed in accordance with and governed by the law of the State of New York.
- **JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL**. The provisions concerning jurisdiction, consent to jurisdiction and waiver of jury trial set forth in Section 9.9(b), (c), (d) and Section 9.10 of the Credit Agreement shall apply to this IP Security Agreement are incorporated herein by reference, *mutatis mutandis*.
- **Conflict Provision**. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights

and remedies of each party hereto with respect to the security interest granted herein are set forth in the Guarantee and Collateral Agreement and the Credit Agreement. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

- **Intercreditor Arrangements Governs**. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this IP Security Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties under the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this IP Security Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

- **Notice**. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

- **Releases**.

Upon the Discharge of Obligations, this IP Security Agreement and the Liens granted hereby (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and each Secured Party, by its authorization of the Administrative Agent's entering into this IP Security Agreement, hereby authorizes the Administrative Agent to) take such actions and execute any such documents as may be necessary or reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release, without the requirement for any further action by any Person.

In the event that any Grantor conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of any of the assets of any Grantor to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Credit Agreement, the Liens created hereunder in respect of such assets (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and the Secured Parties, by their authorization of the Administrative Agent's entering into this IP Security Agreement, hereby authorize the Administrative Agent to) take such actions and execute any such documents as may be necessary or reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release of Liens hereunder in respect of such assets. In the event that any other asset constituting IP Collateral has become, or is becoming, an Excluded Asset, then, at the request of any Grantor and at such Grantor's expense, the Administrative Agent agrees to promptly (and the Secured Parties, by their authorization of the Administrative Agent's entering into this IP Security Agreement, hereby authorize the Administrative Agent to) take such action and execute such documents as may be


necessary or reasonably requested by any Grantor and at such Grantor's expense to terminate, discharge and release (or to further document and evidence the termination and release of) the Liens created hereunder in respect of such assets. Any representation, warranty or covenant contained in this IP Security Agreement relating to any such asset of any Grantor shall no longer be deemed to be made with respect thereto once such asset is so conveyed, sold, leased, assigned, transferred or disposed of.

All releases or other documents delivered by the Administrative Agent pursuant to this Section 9 shall be without recourse to, or warranty by, the Administrative Agent.

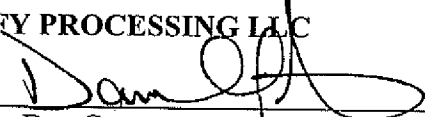
[Signature pages follow.]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

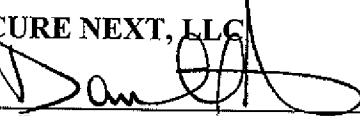
TECHNOLOGY PARTNERS, LLC

By: 
Name: Dan Gotte
Title: Chief Financial Officer and Treasurer

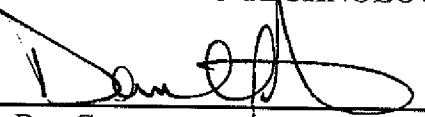
UNIFY PROCESSING LLC

By: 
Name: Dan Gotte
Title: Chief Financial Officer and Treasurer

PHICURE NEXT, LLC

By: 
Name: Dan Gotte
Title: Chief Financial Officer and Treasurer

**GROUNDBREAKING TECHNOLOGY
LLC**

By: 
Name: Dan Gotte
Title: Chief Financial Officer and Treasurer

[Signature Page to IP Security Agreement (Imagine)]

**VARAGON CAPITAL PARTNERS
AGENT, LLC, as Administrative Agent**

By: Varagon Capital Partners, L.P., its sole
member

By: 
Name: Zeshan Ashfaq
Title: Managing Director

[Signature Page to IP Security Agreement (Imagine)]

A. Schedule 1 to IP Security Agreement

COPYRIGHTS

None.


B. Schedule 2 to IP Security Agreement

TRADEMARKS

Registered U.S. Trademarks

Trademark	Registration Date	Registration Number	Owner
IMAGINEAPPLIANCE	9/19/2017	5289388	Technology Partners, LLC
HONORCARE	3/14/2017	5161735	Unify Processing LLC
EDIQ	9/29/2015	4821286	Phicure Next, LLC
IMAGINERADIOLOGY	9/24/2013	4406156	Technology Partners, LLC

Pending U.S. Trademark Applications

Trademark	Application Date	Application Number	Owner
IMAGINE	2/8/2018	87789740	Technology Partners, LLC
IMAGINE SOFTWARE 	1/23/2018	87767009	Technology Partners, LLC
IMAGINE SOFTWARE	1/23/2018	87767050	Technology Partners, LLC
IMAGINEBILLING	1/23/2018	87767111	Technology Partners, LLC
IMAGINEPAY	1/23/2018	87767400	Technology Partners, LLC
IMAGINEINTELLIGENCE	1/23/2018	87767424	Technology Partners, LLC
IMAGINEAI	1/23/2018	87767451	Technology Partners, LLC
IMAGINETRUEICE	1/23/2018	87767477	Technology Partners, LLC
IMAGINEMEDFM	1/23/2018	87767492	Technology Partners, LLC
IMAGINEMEDMC	1/23/2018	87767506	Technology Partners, LLC

C. Schedule 3 to IP Security Agreement

PATENTS

Pending U.S. Patent Applications

Title	Filing Date	Application Number	Owner Name
MEDICAL DIAGNOSTIC PLATFORM	2/8/2018	15/892099	GROUNDBREAKING TECHNOLOGY LLC