

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691984

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900649442		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiveProcess Corporation		10/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	100 South Wacker Drive, Suite 1800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6160070	LIVEPROCESS	
Registration Number:	6159871	LIVEPROCESS AWARE	
Registration Number:	4525717	LIVEPROCESS	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 North Capitol Street, NW		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	111536-0015		
NAME OF SUBMITTER:	Eleanor B. Atkins		
SIGNATURE:	/Eleanor B. Atkins/		
DATE SIGNED:	12/02/2021		
Total Attachments: 7			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Trademark Security Agreement*”), effective as of October 7, 2021, is made by LiveProcess Corporation, a Delaware corporation (the “*Additional Grantor*”) in favor of Golub Capital LLC, a Delaware limited liability company (“*Golub*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement (as defined below) or, if not in the Credit Agreement, then in the Security Pledge Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 22, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Juvare, LLC, a Delaware limited liability company (the “*Borrower*”), Juvare Intermediate Holdings Inc., a Delaware corporation (“*Intermediate Holdings*”), as a Guarantor, Juvare Holdings Inc., a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Credit Parties (other than the Additional Grantor) have entered into that certain Security Pledge Agreement, dated as of October 22, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”) as Grantors, in favor of the Collateral Agent;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Security Pledge Agreement and Additional Grantor has executed the Assumption Agreement, dated as of September 20, 2021, in order to become a party to the Security Pledge Agreement;

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral;

WHEREAS, Additional Grantor, as a party to the Security Pledge Agreement, granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, Additional Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Additional Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Additional Grantor's right, title and interest in, to and under all of the Trademarks owned by Additional Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Trademark Security Agreement has been executed and delivered by Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Additional Grantor hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LiveProcess Corporation,
a Delaware corporation
as a Grantor

By:

DocuSigned by:
Nicholas Meeks

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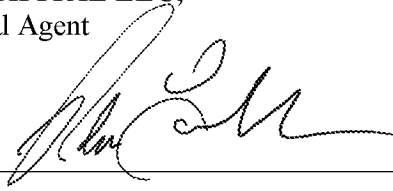
Name: Nicholas Meeks

Title: CFO

ACCEPTED:

GOLUB CAPITAL LLC,
as Collateral Agent

By: _____



Name: Robert G. Tuchscherer

Title: Senior Managing Director