

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHC Services, Inc.		11/18/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3005506	SUPPLEMENTAL HEALTH CARE	
Registration Number:	3005507	SUPPLEMENTAL HEALTH CARE	
Registration Number:	4952995	CLINICAL MAGNET	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1526076 TM		
NAME OF SUBMITTER:	Dillon Kelly		
SIGNATURE:	/Dillon Kelly/		
DATE SIGNED:	11/18/2021		
Total Attachments: 5			
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OP \$90.00 3005506

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Intellectual Property Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of November 18, 2021 (this “Agreement”), made by SHC Services, Inc., a Delaware corporation (the “Pledgor”), in favor of BSP AGENCY, LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of November 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among SATURN SHC INTERMEDIATE, INC., a Delaware corporation (“Holdings”), SATURN SHC BUYER HOLDINGS, INC., a Delaware corporation (the “Borrower”), each subsidiary of the Borrower identified therein and BSP AGENCY, LLC, as collateral agent (together with its successors and assigns in such capacity, the “Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance when due, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”): all Trademarks of the United States, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, including by facsimile or other electronic means, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

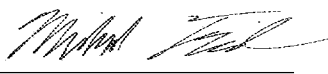
IN WITNESS WHEREOF, the undersigned has executed this Notice on the date first written above.

SHC SERVICES, INC.

By: 
Name: Klaus Geiser
Title: Chief Financial Officer

BSP AGENCY, LLC, as Collateral Agent

By: Benefit Street Partners L.L.C., its sole Member

By: 

Name: Michael Frick

Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007499 FRAME: 0286

Schedule I

	Trademark	Owner/Use	Registration Number	Renewal Date
1.	Supplemental Health Care	SHC Services, Inc. Name & Stacked Logo	3005506	10/11/2025
2.	Supplemental Health Care	SHC Services, Inc. Name & Horizontal Logo	3005507	10/11/2025
3.	Clinical Magnet	SHC Services, Inc. Service Mark	4952995	5/3/2022