

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QURE, LLC		01/31/2022	Limited Liability Company: CALIFORNIA
BULALAW LLC		01/31/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street		
Internal Address:	Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5373561	BULA INTELLIGENCE	
Registration Number:	5339206	BULA	
Registration Number:	6420154	I8	
Registration Number:	4322007	CPV	
Registration Number:	4310426	QURE HEALTHCARE	
Registration Number:	4310425	QURE	
Registration Number:	5962533	QUALITY IQ	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$190.00 5373561

SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	01/31/2022
Total Attachments: 6 source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page1.tif source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page2.tif source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page3.tif source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page4.tif source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page5.tif source=Bulalaw and Qure Joinder - First Lien - Trademark Security Agreement (Jan-31-22)_ (83558619_1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this January 31, 2022, by and among BULALAW LLC, an Arizona limited liability company ("BulaLaw"), QURE, LLC, a California limited liability company ("QURE"; together with BulaLaw, each a "Grantor" and collectively, the "Grantors"), and MADISON CAPITAL FUNDING LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TRC Buyer, LLC, a Delaware limited liability company ("Holdings"), Therapeutic Research Center, LLC, a Delaware limited liability company (the "Borrower Agent"), NetCE Buyer, Inc., a Delaware corporation ("NetCE Buyer" and, together with the Borrower Agent, the "Borrowers"), the other Guarantors from time to time party thereto (and together with Holdings and the Borrowers, collectively, the "Loan Parties"), the several financial institutions from time to time party thereto (the "Lenders"), and the Agent, the Lenders extended credit and made certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of March 21, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of such Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BULALAW LLC,
an Arizona limited liability company

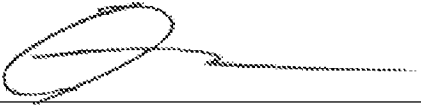
By: 
Name: Chris Capron
Title: Chief Financial Officer

QURE, LLC,
a California limited liability company

By: 
Name: Chris Capron
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Agent

By:  _____

Name: Curtis Krumreich
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
BULA INTELLIGENCE	87419275	4/20/17	5373561	1/9/18	BULALAW LLC
BULA	87419271	4/20/17	5339206	11/21/147	BULALAW LLC
I8	87648426	10/17/17	6420154	7/13/21	QURE, LLC
CPV	85550744	2/23/12	4322007	4/16/13	QURE, LLC
QURE HEALTHCARE	85550748	2/23/12	4310426	3/26/13	QURE, LLC
QURE	85550741	2/23/12	4310425	3/26/13	QURE, LLC
QUALITY IQ	88106621	9/6/18	5962533	1/4/20	QURE, LLC