

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bottom Line Systems, LLC		04/01/2022	Limited Liability Company: KENTUCKY
Medical Reimbursements of America, Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Ave		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2641705	BOTTOM LINE SYSTEMS INC. BLS	
Registration Number:	4372061	ACCICLAIM	
Registration Number:	5945217	REVECORE TECHNOLOGIES	
Registration Number:	6108802	REVECORE	
Registration Number:	5863200		
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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	074658-22026		
NAME OF SUBMITTER:	KAREEM ANSLEY		

CH \$140.00 2641705

SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	04/01/2022
Total Attachments: 10 source=Trademark Security Agreement [Executed]#page1.tif source=Trademark Security Agreement [Executed]#page2.tif source=Trademark Security Agreement [Executed]#page3.tif source=Trademark Security Agreement [Executed]#page4.tif source=Trademark Security Agreement [Executed]#page5.tif source=Trademark Security Agreement [Executed]#page6.tif source=Trademark Security Agreement [Executed]#page7.tif source=Trademark Security Agreement [Executed]#page8.tif source=Trademark Security Agreement [Executed]#page9.tif source=Trademark Security Agreement [Executed]#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 1, 2022, (this “**Agreement**”), among Bottom Line Systems, LLC, Medical Reimbursements of America, Inc. (each, a “**Grantor**”) and PNC Bank, National Association (“**PNC Bank**”), in its capacity as collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to RPBLs MidCo, LLC, a Delaware limited liability company (the “**Parent Borrower**”) and Rocky MRA Acquisition Corp., a Delaware corporation (the “**Initial Subsidiary Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among RPBLs TopCo, LLC, a Delaware limited liability company (“**Holdings**”), GCC Raven Debt Merger, LLC, a Delaware limited liability company, and following the Subsidiary Mergers, RPBLs MidCo, LLC, a Delaware limited liability company (the “**Parent Borrower**”), GCC Raven Debt Merger, Inc., a Delaware corporation, and following the Subsidiary Mergers, Rocky MRA Acquisition Corp., a Delaware corporation (the “**Initial Subsidiary Borrower**”), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Wilmington Trust, National Association, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), PNC Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”), as revolving agent for the Revolving Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Revolving Agent**”), as Swingline Bank and an Issuing Bank and Blackstone Alternative Credit Advisors LP, in its capacity as the lead arranger (in such capacity, the “**Arranger**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and

payments for past, present and future infringements or dilutions of any of the foregoing;

- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.


3. ***Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Bottom Line Systems, LLC
As a Grantor

By: 
Name: Thomas Kaylor
Title: Authorized Signatory

Medical Reimbursements of America, Inc.
As a Grantor

By: 
Name: Thomas Kaylor
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Maggie Smith
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Bottom Line Systems, LLC (f/k/a Bottom Line Systems, Inc.)	2641705	Bottom Line Systems Inc. BLS
Medical Reimbursements of America, Inc.	4372061	AcciCLAIM
Bottom Line Systems, LLC	5945217	Revecore Technologies (intent to use)
Bottom Line Systems, LLC	6108802	REVECORE
Bottom Line Systems, LLC	5863200	DESIGN ONLY

TRADEMARKS APPLICATIONS

None.

EXHIBIT A

[FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], (this “**Trademark Security Agreement Supplement**”), among [●] ([each, a][the] “**Grantor**”) and PNC Bank, National Association (“**PNC Bank**”), in its capacity as collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to RPBLs MidCo, LLC, a Delaware limited liability company (the “**Parent Borrower**”) and Rocky MRA Acquisition Corp., a Delaware corporation (the “**Initial Subsidiary Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among RPBLs TopCo, LLC, a Delaware limited liability company (“**Holdings**”), GCC Raven Debt Merger, LLC, a Delaware limited liability company, and following the Subsidiary Mergers, RPBLs MidCo, LLC, a Delaware limited liability company (the “**Parent Borrower**”), GCC Raven Debt Merger, Inc., a Delaware corporation, and following the Subsidiary Mergers, Rocky MRA Acquisition Corp., a Delaware corporation (the “**Initial Subsidiary Borrower**”), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Wilmington Trust, National Association, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), PNC Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”), as revolving agent for the Revolving Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Revolving Agent**”), as Swingline Bank and an Issuing Bank and Blackstone Alternative Credit Advisors LP, in its capacity as the lead arranger (in such capacity, the “**Arranger**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [Grantor][Grantors] and the Agent have entered into that certain Trademark Security Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, [each][the] Grantor has granted to the Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;

Exhibit A

TRADEMARK
REEL: 007687 FRAME: 0071

- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;
- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

Security 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 Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[●]

By: _____

Name: [●]

Title: [●]

Exhibit A

TRADEMARK
REEL: 007687 FRAME: 0073

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

Exhibit A

TRADEMARK
REEL: 007687 FRAME: 0074

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK