

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM724645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DaySmart Software, LLC		04/28/2022	Limited Liability Company: DELAWARE
StormSource, LLC		04/28/2022	Limited Liability Company: ARIZONA
Vetter Software, Inc.		04/28/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as the Collateral Agent		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	77809032	SALON IRIS	
Serial Number:	78580608	123PET	
Serial Number:	78594395	123PET SOFTWARE	
Serial Number:	87142953	DAYSMART	
Serial Number:	78580374	ORCHID MEDICAL SPA SOFTWARE	
Serial Number:	78594345	ORCHID MEDICAL SPA SOFTWARE	
Serial Number:	85179709	INKBOOK SOFTWARE	
Serial Number:	85179672	SALON IRIS	
Serial Number:	85354127	DAY SMART SOFTWARE	
Serial Number:	87751184	INKBOOK SOFTWARE	
Serial Number:	88211944	S	
Serial Number:	88211948		
Serial Number:	88211950		
Serial Number:	88211952	INKBOOK SOFTWARE	
Serial Number:	88211955	IB	
Serial Number:	86653161		

CH \$615.00 77809032

Property Type	Number	Word Mark
Serial Number:	86329644	APPOINTMENTPLUS
Serial Number:	87661059	ONLINE SCHEDULING BUYERS GUIDE
Serial Number:	85610776	SCHEDULING CLOUD
Serial Number:	77732537	STORMSOURCE SOFTWARE
Serial Number:	87281654	THE ONLINE SCHEDULING REVOLUTION
Serial Number:	85234263	APPOINTMENT-PLUS
Serial Number:	90168720	V
Serial Number:	86211100	VETTER SOFTWARE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/28/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ACQUIOM AGENCY SERVICES LLC (“Acquiom”), as the Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, OAK PURCHASER, INC., a Delaware corporation (the “Lead Borrower”), DAYSMART BLOCKER, INC., a Delaware corporation (“DaySmart Blocker”), DAYSMART HOLDINGS, LLC, a Delaware limited liability company (“DaySmart Holdings”), DAYSMART SOFTWARE, LLC, a Delaware limited liability company (“DaySmart Software”) (each of the Lead Borrower, DaySmart Blocker, DaySmart Holdings, DaySmart Software, each Subsidiary of the Lead Borrower that becomes a Borrower in accordance with the terms of the Credit Agreement, each, a “Borrower” and collectively, the “Borrowers”), OAK INTERMEDIARY, LLC, a Delaware limited liability company (“Holdings”), Acquiom, as administrative agent (in such capacity, and together with its successor and permitted assigns, the “Administrative Agent”) and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), each lender from time to time party thereto (collectively, the “Lenders” and each, individually, a “Lender”), each Swing Line Lender and each L/C Issuer from time to time party thereto have entered into that certain Credit Agreement, dated as of April 28, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property) set forth in Schedule A hereto (excluding any Excluded Property);

Including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York (except as otherwise expressly provided herein).

SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Collateral Agent Protections. In connection with this Trademark Security Agreement, the Collateral Agent shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Credit Agreement, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

DAYSMART SOFTWARE, LLC,
as a Grantor

By: 
Name: John Agostino
Title: Chief Financial Officer

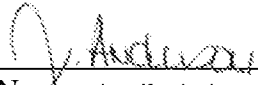
STORMSOURCE, LLC,
as a Grantor

By: 
Name: John Agostino
Title: Chief Financial Officer

VETTER SOFTWARE, INC.,
as a Grantor

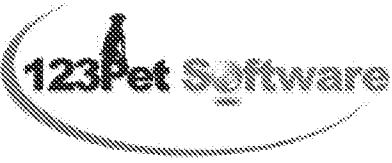

By: 
Name: John Agostino
Title: Chief Financial Officer

ACQUIOM AGENCY SERVICES LLC, as the
Collateral Agent

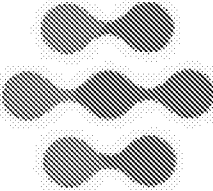

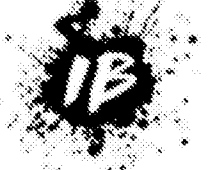

By: 
Name: Jennifer Anderson
Title: Senior Director


SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Applica tion No. / Registr ation No.	Applica tion Date	Registr ation Date	Coun try	Owner	Status
SALON IRIS	77/809,032 3,770,951	8/20/2009	04/06/2010	U.S.	DaySma rt Softwar e, LLC	Regist ered
123PET	78/580,608 3,060,389	03/04/2005	02/21/2006	U.S.	DaySma rt Softwar e, LLC	Regist ered
	78/594,395 3,057,875	03/24/2005	02/07/2006	U.S.	DaySma rt Softwar e, LLC	Regist ered
DAYSMART	87/142,953 5,402,574	08/18/2016	02/13/2018	U.S.	DaySma rt Softwar e, LLC	Regist ered
ORCHID MEDICAL SPA SOFTWARE	78/580,374 3,102,273	03/04/2005	06/06/2006	U.S.	DaySma rt Softwar e, LLC	Regist ered
	78/594,345 3,082,223	03/24/2005	04/18/2006	U.S.	DaySma rt Softwar e, LLC	Regist ered

Trademark	Applica tion No. / Registr ation No.	Applica tion Date	Registr ation Date	Coun try	Owner	Status
INKBOOK SOFTWARE	85/179,709 3,993,132	11/18/2010	07/12/2011	U.S.	DaySmart Software, LLC	Registered
	85/179,672 3,985,403	11/18/2010	06/28/2011	U.S.	DaySmart Software, LLC	Registered
	85/354,127 4,093,728	06/23/2011	01/31/2012	U.S.	DaySmart Software, LLC	Registered
	87/751,184 5,508,652	01/11/2018	07/03/2018	U.S.	DaySmart Software, LLC	Registered
	88/211,944; 5,787,710	11/30/2018	6/25/2019	U.S.	DaySmart Software, LLC	Registered
	88/211,948 5,787,711	11/30/2018	6/25/2019	U.S.	DaySmart Software, LLC	Registered

Trademark	Applica tion No. / Registr ation No.	Applica tion Date	Registr ation Date	Coun try	Owner	Status
	88/211,950 5,787,712	11/30/2018	6/25/2019	U.S.	DaySmart Software, LLC	Registered
	88/211,952 5,787,713	11/30/2018	6/25/2019	U.S.	DaySmart Software, LLC	Registered
	88/211,955 5,787,715	11/30/2018	6/25/2019	U.S.	DaySmart Software, LLC	Registered
	RN: 4881497 SN: 86653161	June 5, 2015	January 5, 2016	U.S.	Stormsource, LLC	Registered
APPOINTMENTPLUS	RN: 4684736 SN: 86329644	July 7, 2014	February 10, 2015	U.S.	Stormsource, LLC	Registered
ONLINE SCHEDULING BUYERS GUIDE	RN: 5482955 SN: 87661059	October 26, 2017	May 29, 2018	U.S.	Stormsource, LLC	Registered

Trademark	Applica tion No. / Registr ation No.	Applica tion Date	Registr ation Date	Coun try	Owner	Status
SCHEDULING CLOUD	RN: 4228182 SN: 8561077 6	April 27, 2012	October 16, 2012	U.S.	Stormso urce, LLC	Regist ered
STORMSOURCE SOFTWARE	RN: 3794695 SN: 7773253 7	May 8, 2009	May 25, 2010	U.S.	Stormso urce, LLC	Regist ered
THE ONLINE SCHEDULING REVOLUTION	RN: 5250452 SN: 8728165 4	Decemb er 27, 2016	July 25, 2017	U.S.	Stormso urce, LLC	Regist ered
APPOINTMENT PLUS	AN: 8523426 3 RN: 4124067	Februar y 4, 2011	April 10, 2012	Unite d States	Stormso urce, LLC	Regist ered
	SN: 9016872 0	Septem ber 9, 2020		Unite d States	Vetter Softwar e, Inc.	Pendin g
VETTER SOFTWARE	RN: 4628028 SN: 8621110 0	March 4, 2014	October 28, 2014	Unite d States	Vetter Softwar e, Inc.	Regist ered