

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accreditrust Technologies, LLC		05/13/2022	Limited Liability Company: VIRGINIA
Aperture Credentialing, LLC		05/13/2022	Limited Liability Company: DELAWARE
Verisys Corporation		05/13/2022	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Administrative Agent for the Secured Parties
Street Address:	Two Bethesda Metro Center
Internal Address:	Suite 600, Attn: Verisys Account Officer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5087110	TRUECRED
Registration Number:	5153582	ACCREDITRUST
Registration Number:	5153583	ACCREDITRUST
Registration Number:	5153584	BADGESAFE
Registration Number:	6252296	APERTURE HEALTH
Registration Number:	4941126	APPLYSMART
Registration Number:	4941128	SMARTSOURCE
Registration Number:	4941124	CREDENTIALSMART
Registration Number:	4941125	CREDSMART
Registration Number:	4941127	PRIVILEGEXCHANGE
Registration Number:	4784748	
Registration Number:	4784749	APERTURE
Registration Number:	2909464	CVONE
Registration Number:	2551971	APERTURE

CH \$715.00 5087110

Property Type	Number	Word Mark
Serial Number:	97361581	V VERISYS
Serial Number:	97361559	V VERISYS
Serial Number:	97361574	V VERISYS
Serial Number:	97361566	V VERISYS
Registration Number:	5299488	V VERISYS
Registration Number:	5022233	FACIS FRAUD ABUSE CONTROL
Registration Number:	4280507	CREDENTIALING MADE EASY
Registration Number:	4356179	CHANGING THE FACE OF CREDENTIALING
Registration Number:	4215219	ALL YOUR CREDENTIALS. ALL IN ONE PLACE.
Registration Number:	4180563	MEDPASS
Registration Number:	4114103	CHECKMEDIC
Registration Number:	3730547	PHARMACHECK
Registration Number:	3730548	PROVIDERCHECK
Registration Number:	3730546	V VERISYS TRANSPARENCY IS POWER

CORRESPONDENCE DATA

Fax Number: 4045818330
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: 4045818358
Email: jmcneill@jonesday.com
Correspondent Name: Jack McNeill, Jones Day
Address Line 1: 1221 Peachtree Street, NE
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER:	Jack McNeill
SIGNATURE:	/Jack McNeill/
DATE SIGNED:	05/17/2022

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated May 13, 2022, is among ACCREDITRUST TECHNOLOGIES, LLC, a Virginia limited liability company, APERTURE CREDENTIALING, LLC, a Delaware limited liability company, and VERISYS CORPORATION, a Virginia corporation (each, a “Grantor”, and collectively, the “Grantors”), and CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Verisys Holdings, LP, a Delaware limited partnership (“Holdings”), VER HoldCo Inc., a Delaware corporation (the “Borrower”), have entered into the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof, among the Grantors, Holdings, the Borrower and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each such Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, the Grantors hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

(i) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(ii) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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 IP Security Agreement secures, as to the Grantors, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantors to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) **GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(b) **SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL**

DISTRICT COURT”) AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING,

AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

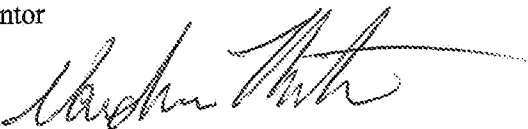
ACCREDITRUST TECHNOLOGIES, LLC,
as Grantor

By: 
Name: Nadine Thornton
Title: Vice President and Secretary

APERTURE CREDENTIALING, LLC,
as Grantor

By: 
Name: Nadine Thornton
Title: Vice President and Secretary

VERISYS CORPORATION,
as Grantor

By: 
Name: Nadine Thornton
Title: Vice President and Secretary

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: John S. McMurray
Name: John McMurray
Title: Duly Authorized Signatory

SCHEDULE I

Trademarks

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ACCREDITRUST TECHNOLOGIES, LLC	TRUECRED	86389355	09-SEP-2014	5087110	22-NOV-2016
ACCREDITRUST TECHNOLOGIES, LLC	ACCREDITRUST	86648271	02-JUN-2015	5153582	07-MAR-2017
ACCREDITRUST TECHNOLOGIES, LLC	ACCREDITRUST	86648276	02-JUN-2015	5153583	07-MAR-2017
ACCREDITRUST TECHNOLOGIES, LLC	BADGESAFE	86648285	02-JUN-2015	5153584	07-MAR-2017
APERTURE CREDENTIALING, LLC	APERTURE HEALTH	88559588	01-AUG-2019	6252296	19-JAN-2021
APERTURE CREDENTIALING, LLC	APPLYSMART	86750370	08-SEP-2015	4941126	19-APR-2016
APERTURE CREDENTIALING, LLC	SMARTSOURCE	86750375	08-SEP-2015	4941128	19-APR-2016
APERTURE CREDENTIALING, LLC	CREDENTIALSMART SMART	86750364	08-SEP-2015	4941124	19-APR-2016
APERTURE CREDENTIALING, LLC	CREDSMART	86750366	08-SEP-2015	4941125	19-APR-2016
APERTURE CREDENTIALING, LLC	PRIVILEGEXCHANGE	86750373	08-SEP-2015	4941127	19-APR-2016
APERTURE CREDENTIALING, LLC	Design Only	86423390	14-OCT-2014	4784748	04-AUG-2015
APERTURE CREDENTIALING, LLC	APERTURE	86423393	14-OCT-2014	4784749	04-AUG-2015
APERTURE CREDENTIALING, LLC	CVONE	76365490	31-JAN-2002	2909464	14-DEC-2004
APERTURE CREDENTIALING, LLC	APERTURE	76076860	26-JUN-2000	2551971	26-MAR-2002
VERISYS CORPORATION	V VERISYS	97361581	13-APR-2022		
VERISYS CORPORATION	V VERISYS	97361559	13-APR-2022		
VERISYS CORPORATION	V VERISYS	97361574	13-APR-2022		

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
VERISYS CORPORATION	V VERISYS	97361566	13-APR-2022		
VERISYS CORPORATION	V VERISYS	87201110	12-OCT-2016	5299488	03-OCT-2017
VERISYS CORPORATION	FACIS FRAUD ABUSE CONTROL	86867441	06-JAN-2016	5022233	16-AUG-2016
VERISYS CORPORATION	CREDENTIALING MADE EASY	85439581	05-OCT-2011	4280507	22-JAN-2013
VERISYS CORPORATION	CHANGING THE FACE OF CREDENTIALING	85387221	02-AUG-2011	4356179	25-JUN-2013
VERISYS CORPORATION	ALL YOUR CREDENTIALS. ALL IN ONE PLACE.	85387253	02-AUG-2011	4215219	25-SEP-2012
VERISYS CORPORATION	MEDPASS	85316532	10-MAY-2011	4180563	24-JUL-2012
VERISYS CORPORATION	CHECKMEDIC	85316019	09-MAY-2011	4114103	20-MAR-2012
VERISYS CORPORATION	V PHARMACHECK	77576242	23-SEP-2008	3730547	29-DEC-2009
VERISYS CORPORATION	V PROVIDERCHECK	77576258	23-SEP-2008	3730548	29-DEC-2009
VERISYS CORPORATION	V VERISYS TRANSPARENCY IS POWER	77575395	22-SEP-2008	3730546	29-DEC-2009