

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM732104

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAI-MED Partners, LLC		06/02/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RGA Reinsurance Company		
<b>Street Address:</b>	16600 Swingley Ridge Road		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90230691	SUPPLYTRAQ	
<b>Serial Number:</b>	90230678	GENETRAQ	
<b>Serial Number:</b>	90843469	FORCETRAQ	
<b>Serial Number:</b>	90644424	PULSETRAQ	
<b>Serial Number:</b>	90199855	Q THERATRAQ	
<b>Serial Number:</b>	90197595	GENETXTRAQ	
<b>Serial Number:</b>	90197571	CELLTXTRAQ	
<b>Serial Number:</b>	90230658	CELLTRAQ	
<b>Serial Number:</b>	88596014	SAI-MED PARTNERS	
<b>Serial Number:</b>	88596028	THERATRAQ	
<b>Registration Number:</b>	6202412	THERATRAQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		

OP \$290.00 90230691

<b>Address Line 2:</b>	COGENCY GLOBAL Inc.
<b>Address Line 4:</b>	Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1704285
--------------------------------	---------

<b>NAME OF SUBMITTER:</b>	Alexandria Montgomery
---------------------------	-----------------------

<b>SIGNATURE:</b>	/Alexandria Montgomery/
-------------------	-------------------------

<b>DATE SIGNED:</b>	06/02/2022
---------------------	------------

**Total Attachments: 5**

source=Executed - SAI - Trademark Security Agreement\_USE\_Active01\_312602083\_2#page1.tif  
source=Executed - SAI - Trademark Security Agreement\_USE\_Active01\_312602083\_2#page2.tif  
source=Executed - SAI - Trademark Security Agreement\_USE\_Active01\_312602083\_2#page3.tif  
source=Executed - SAI - Trademark Security Agreement\_USE\_Active01\_312602083\_2#page4.tif  
source=Executed - SAI - Trademark Security Agreement\_USE\_Active01\_312602083\_2#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 2, 2022, is made by **SAI-MED PARTNERS, LLC**, a Pennsylvania limited liability company (the “Grantor”), in favor of **RGA REINSURANCE COMPANY** (“RGA”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of June 2, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NCP SAI BUYER, LLC, a Delaware limited liability company, Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of June 2, 2022, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of the Grantor’s Intellectual Property (as defined therein) other than Excluded Property (as defined therein); and

**WHEREAS**, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2.      Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the “Trademark Collateral”):

(a)      all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b)      all registrations and recordings thereof, and all applications in connection therewith;

(c)      all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.      Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6.      Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the 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.

Very truly yours,

**SAI-MED PARTNERS, LLC**, a  
Pennsylvania limited liability company,  
as Grantor

By:   
Name: Eugene Krachevsky  
Title: Vice President and Secretary

**ACCEPTED AND AGREED**

as of the date first written above:

**RGA REINSURANCE COMPANY**, as Agent


By: 

Name: Kevin Prunty

Title: Senior Managing Director, Head of Private  
Debt & Equity Investments

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks:**

Grantor	Trademark	Jurisdiction	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
SAI-MedPartners, LLC	SUPPLYTRAQ	United States	90230691	N/A	October 1, 2020	N/A
SAI-MedPartners, LLC	GENETRAQ	United States	90230678	N/A	October 1, 202	N/A
SAI-MedPartners, LLC	FORCETRAQ	United States	90843469	N/A	July 22, 2021	N/A
SAI-MedPartners, LLC	PULSETRAQ	United States	90644424	N/A	April 14, 2021	N/A
SAI-MedPartners, LLC	Q THERATRAQ	United States	90199855	N/A	September 22, 2020	N/A
	 TheraTraQ					
SAI-MedPartners, LLC	GENETXTRAQ	United States	90197595	N/A	September 21, 2020	N/A
SAI-MedPartners, LLC	CELLTXTRAQ	United States	90197571	N/A	September 21, 2020	N/A
SAI-MedPartners, LLC	CELLTRAQ	United States	90230658	N/A	October 1, 2020	N/A
SAI-MedPartners, LLC	SAI-MED PARTNERS	United States	88596014	N/A	August 28, 2019	N/A
SAI-MedPartners, LLC	THERATRAQ	United States	88596028	N/A	August 28, 2019	N/A
SAI-MedPartners, LLC	THERATRAQ	United States	88979225	6202412	August 28, 2019	November 17, 2020