

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT at Reel 7339, Frame 0069

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANNALY MIDDLE MARKET LENDING LLC		06/17/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs BDC, Inc. (as successor agent)
Street Address:	225 W. Washington Street, 9th floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5924291	VRC
Registration Number:	5500796	VVS VITAL VAULTING SERVICES
Registration Number:	5516909	VITALCHART
Registration Number:	5511239	VITALCHART HEALTH INFORMATION MANAGEMENT
Registration Number:	5008852	ICOR
Registration Number:	4152498	VITALSCAN
Registration Number:	4356089	VRC VITAL RECORDS CONTROL
Registration Number:	4152499	VITALRF
Registration Number:	4152500	VITALTRAC
Registration Number:	4152495	VRC
Registration Number:	4152496	VITALWEB
Registration Number:	4326502	VITAL RECORDS CONTROL
Registration Number:	4058466	VITALSHRED
Registration Number:	3910506	SUPER SHRED
Registration Number:	3910507	SUPER SHRED
Registration Number:	3721372	
Registration Number:	1241436	NATIONAL SECURITY

CH \$440.00 5924291

CORRESPONDENCE DATA**Fax Number:**

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22713110
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/21/2022

Total Attachments: 8

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of June 17, 2022, is by **ANNALY MIDDLE MARKET LENDING LLC** (individually, “**Annaly**”), acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Resigning Agent**”) and **GOLDMAN SACHS BDC, INC.** (individually, “**Goldman Sachs**”), acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Vital Holdings, LLC, as “Grantor”, and Resigning Agent are parties to that certain intellectual property security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Agency Transfer and Appointment Agreement by and between Annaly, as the Resigning Agent, and Goldman Sachs, as the Successor Agent, Resigning Agent has assigned to Successor Agent all of its rights, privileges, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument. Receipt by facsimile of any executed signature page to this Assignment shall constitute effective delivery of such signature page. This Assignment to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “.pdf”), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

**ANNALY MIDDLE MARKET LENDING
LLC**

By: CL Vanni
Name: Christian Vanni
Title: Authorized Signatory

By: Jason Anderson
Name: Jason Anderson
Title: Authorized Signatory

SUCCESSOR AGENT:

GOLDMAN SACHS BDC, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

**ANNALY MIDDLE MARKET LENDING
LLC**

By: _____
Name:
Title:

SUCCESSOR AGENT:

GOLDMAN SACHS BDC, INC.

By: David Yu
Name: David Yu
Title: Authorized Signatory

EXHIBIT A

Intellectual Property Security Agreement dated as of June 29, 2021 and filed with the United States Patent and Trademark Office on June 29, 2021 at Reel 7339, Frame 0069.

EXHIBIT B

Copyrights

None.

2. Patents

None.

3. Trademarks



Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VRC Design	U.S. Federal	5924291	12/3/2019	12/3/2025	Registered	Vital Holdings, LLC
	VVS VITAL VAULTING SERVICES Design	U.S. Federal	5500796	6/26/2018	6/26/2024	Registered	Vital Holdings, LLC
	VITALCHART	U.S. Federal	5516909	7/17/2018	7/17/2024	Registered	Vital Holdings, LLC






Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VITALCHART HEALTH INFORMATION MANAGEMENT Design	U.S. Federal	5511239	7/10/2018	7/10/2024	Registered	Vital Holdings, LLC
	ICOR	U.S. Federal	5008852	7/26/2016	7/26/2022	Registered	Vital Holdings, LLC
	VITALSCAN	U.S. Federal	4152498	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VRC VITAL RECORDS CONTROL Design	U.S. Federal	4356089	6/25/2013	6/25/2023	Registered Partial Section 2(F)	Vital Holdings, LLC
	VITALRF	U.S. Federal	4152499	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC

Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	VITALTRAC	U.S. Federal	4152500	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VRC	U.S. Federal	4152495	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VITALWEB	U.S. Federal	4152496	6/5/2012	6/5/2022	Registered	Vital Holdings, LLC
	VITAL RECORDS CONTROL	U.S. Federal	4326502	4/30/2013	4/30/2022	Registered Section 2(F)	Vital Holdings, LLC
	VITALSHRED	U.S. Federal	4058466	11/22/2011	11/22/2021	Registered	Vital Holdings, LLC
	SUPER SHRED	U.S. Federal	3910506	1/25/2011	1/25/2021	Registered Section 2(F)	Vital Holdings, LLC

Image	Trademark	Jurisdiction	Registration Number	Registration Date	Next Renewal	Status	Owner
	SUPER SHRED Design	U.S. Federal	3910507	1/25/2011	1/25/2021 Grace period for renewal ends 7/25/2021.	Registered Partial Section 2(F)	Vital Holdings, LLC
	Design Only	U.S. Federal	3721372	12/8/2009	12/8/2029	Renewed (Registered)	Vital Holdings, LLC
	NATIONAL SECURITY Design	U.S. Federal	1241436	6/7/1983	6/7/2023	Renewed (Registered)	Vital Holdings, LLC