

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDENTIALS SERVICES, INC.		07/22/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2797164	CREDENTIALING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	051285-32690		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	07/22/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“*Trademark Security Agreement*”), dated as of July 22, 2022, is made by CREDENTIALS SERVICES, INC. (dba VerifPoint), a California corporation (the “*Grantor*”), in favor of SILICON VALLEY BANK, as Administrative Agent (“*Administrative Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of August 16, 2017 (“*Guarantee*”), as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee.

RECITALS

WHEREAS, reference is made to the Credit Agreement, dated as of August 16, 2017, as amended by that certain First Amendment to Credit Agreement, dated as of June 20, 2018, that certain Second Amendment to Credit Agreement, dated as of April 1, 2021 and that certain Third Amendment, dated as of the date hereof (the “*Credit Agreement*”) by and among UCS Holdings, Inc. (dba Valenz), a Delaware corporation (“*Holdings*”), United Claims Solutions, LLC, a Delaware limited liability company (“*United*”), INETICO, LLC (dba Valenz Care), a Delaware limited liability company (“*Inetico*”), Zebu Compliance Solutions, LLC (fka Zebu Acquisition, LLC) (dba Valenz Assurance), a Delaware limited liability company (“*Zebu*”), ValenzProteKHt, LLC, a Delaware limited liability company (“*ValenzProteKHt*” and together with United, Inetico and Zebu, each a “*Borrower*” and together the “*Borrowers*”), NX Health Network, LLC (dba Valenz Access), an Arizona limited liability company (“*NX Health*” and together with Holdings, each a “*Guarantor*”, and collectively, the “*Guarantors*”), the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), and Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, Administrative Agent agreed to extend credit to Grantor in the amounts and manner set forth in the Credit Agreement. Administrative Agent is willing to extend such credit only upon the condition, among others, that Grantor grant to Administrative Agent a security interest in the Collateral (as defined in the Credit Agreement) pursuant to the Guarantee, including certain Trademarks to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants and pledges to Administrative Agent a security interest in all of the Grantor’s right, title and interest in and to its Intellectual Property (including without limitation those Trademarks listed on Schedule A hereto), and including without limitation all proceeds

thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, the goodwill of the businesses with which the Trademarks are associated, and all rights corresponding thereto throughout the world and all renewals and extensions thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, Guarantee and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement, Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement, the Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

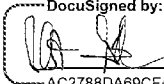
Execution and delivery of an executed counterpart of a signature page of this Trademark Security Agreement by electronic (i.e. docusign), fax transmission or other electronic mail transmission (e.g., "pdf" or "tif") shall be effective as execution and delivery of a manually executed counterpart of this Trademark Security Agreement, *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any electronic signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such electronic signature purportedly given by or on behalf of any Loan Party without further verification thereof and without any obligation to review the appearance or form of any such electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any electronic signature shall be promptly followed by a manually executed counterpart.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

CREDENTIALS SERVICES, INC.

By:  _____
DocuSigned by:
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Name: Robert Gelb

Title: Chief Executive Officer, President and Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

BANK:

SILICON VALLEY BANK

By:  _____

Name: Peter Freyer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007798 FRAME: 0175**

EXHIBIT A

Trademarks

U.S. Trademark Registrations

Grantor	Mark	Status/Status Date	App. No./Reg. No.
CREDENTIALS SERVICES, INC.	CREDENTIALING SOLUTIONS	US Trademark Registration Filing Date: 12-19-02	App. No.: 76/477,072 Reg. No.: 2797164