

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POC NETWORK TECHNOLOGIES, LLC		07/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4660519	CROSS BENEFIT CLEARINGHOUSE	
Registration Number:	4646084	TRANSACTRX	
Registration Number:	6235613	PILLTYME	
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:	034632-30780		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	07/29/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2022 (this “**Agreement**”), is made by POC NETWORK TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BARINGS FINANCE LLC, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is a party to a Security Agreement, dated as of December 11, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, the Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all Trademarks owned by the Grantor and identified on Schedule A annexed hereto;
- (ii) all goodwill of the Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable United States law.

The Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

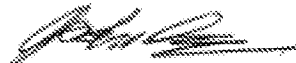
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POC NETWORK TECHNOLOGIES, LLC,
as the Grantor

By: 
Name: Drew Kniese
Title: Chief Financial Officer

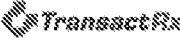
ACCEPTED AND AGREED:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Joshua Gracia
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

<u>Registered Owner</u>	<u>Mark/Description</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
POC Network Technologies, LLC	CROSS BENEFIT CLEARINGHOUSE	U.S.	4660519	12/23/2014
POC Network Technologies, LLC	TRANSACTRX and Design 	U.S.	4646084	11/25/2014
POC Network Technologies, LLC	PILLTYME	U.S.	6235613	12/29/2020

Trademark Applications:

None.