

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Security Interest in Trademarks at Reel/Frame No. 7637/0158		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annaly Middle Market Lending LLC, as Resigning Collateral Agent		11/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Successor Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97035479	VERISTA	
Registration Number:	6591781	COUNTQ	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	040896-0195		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/10/2022		
Total Attachments: 6			
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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

November 10, 2022

Reference is made to (i) that certain Credit and Guaranty Agreement, dated as of February 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among VERISTA, INC. (f/k/a Clarke Covex, Inc.), a Delaware corporation (the “Borrower”), VERISTA HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), certain Subsidiaries of the Borrower party thereto from time to time as Subsidiary Guarantors, the lenders party thereto from time to time (the “Lenders”) and Annaly Middle Market Lending LLC (“Annaly”) as administrative agent for the Lenders described therein (in such capacity, the “Administrative Agent”) and as collateral agent for the Secured Parties described therein (in such capacity, the “Collateral Agent”); (ii) that certain Pledge and Security Agreement, dated as of February 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other grantors from time to time party thereto, and Collateral Agent; and (iii) that certain Intellectual Property Security Agreement, dated as of February 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), by and among the Borrower, Acquire Automation, LLC, a Delaware limited liability company, and Collateral Agent. Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement.

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each of the grantors party thereto granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such grantor’s right, title and interest in certain Trademarks (as defined in the IP Security Agreement), including, without limitation, the Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on February 17, 2022 at Reel/Frame 7637/0158;

WHEREAS, Annaly, as resigning Administrative Agent and as resigning Collateral Agent (the “Resigning Collateral Agent”), ARES CAPITAL CORPORATION (“Ares”), as successor Administrative Agent and as successor Collateral Agent (the “Successor Collateral Agent”), the Borrower, Holdings, the other Guarantors, and the Lenders party thereto are parties to that certain Agency Assignment Agreement, dated as of August 2, 2022 (the “Agency Assignment Agreement”), pursuant to which (i) Annaly resigned as Administrative Agent and as Collateral Agent under the Credit Agreement and each of the other Credit Documents, (ii) the Required Lenders appointed Ares as the successor Administrative Agent and as the successor Collateral Agent under the Credit Agreement and the other Credit Documents, and (iii) the Borrower consented to such appointment and Ares accepted such appointment; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent have agreed to execute this Notice of Assignment of Security Interest in Trademarks (this “Notice”) to evidence the assignment of the Resigning Collateral Agent’s security interest in the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in accordance with the terms of the Agency Assignment Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Collateral Agent and the Successor Collateral Agent hereby agree as follows:

The effective date of this Notice shall be November 10, 2022 (the "Effective Date").

Pursuant to the Agency Assignment Agreement, as of the Effective Date, (a) Ares has succeeded to (by way of assignment) and will be vested with the rights, powers, privileges, discretions, indemnities, immunities, obligations and interests of Collateral Agent under the IP Security Agreement other than the Retained Rights (as defined in the Agency Assignment Agreement) (collectively, the "Trademark Collateral Agency Rights"), including with respect to all of the Collateral Agent's rights and interests as the secured party, on behalf of the Secured Parties, with respect to the Trademark Collateral and as the holder of any Lien therein and all rights under the IP Security Agreement, and (b) Annaly, in its capacity as Resigning Collateral Agent, assigns to the Successor Collateral Agent all of Annaly's rights, title, interest, duties and obligations in all of the Trademark Collateral Agency Rights (it being understood that Annaly shall continue to enjoy the Retained Rights), in each case, without any recourse, representations or warranties of any kind or nature.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the IP Security Agreement to "Collateral Agent" shall mean and be a reference to Ares, in its capacity as Successor Collateral Agent, (b) Ares becomes vested with all of the rights, duties, obligations and other interests of the Collateral Agent under the Security Agreement and the IP Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement, and (c) Annaly is discharged from its rights, duties, obligations and other interests as Collateral Agent under the Security Agreement and the IP Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement.

This Notice is to provide notice of the assignment of the Trademark Collateral Agency Rights effected pursuant to the Agency Assignment Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agency Assignment Agreement.

Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Resigning Collateral Agent under the IP Security Agreement.

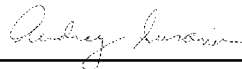
This Notice may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Notice by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Notice.

This Notice and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Notice and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

ANNALY MIDDLE MARKET LENDING LLC,
as Resigning Collateral Agent

By: 
Name: Audrey Susanin
Title: Authorized Signatory

ARES CAPITAL CORPORATION, as Successor
Collateral Agent

By: *Dipika Chanana*
Name: Dipika Chanana
Title: Vice President

SCHEDULE A
INTELLECTUAL PROPERTY

TRADEMARKS

Owner	Title	Registration /Serial Number	Status	Date of Grant/ Application Filing Number
Verista, Inc.	VERISTA	97035479	Applied	9/20/2021
Acquire Automation, LLC	CAPQ	90222196	Applied	9/29/2020
Acquire Automation, LLC	COUNTQ	6591781	Registered	9/29/2020