

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterMed Group, Inc.		12/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3575306	INTERMED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0066		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	12/22/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 22, 2022 (this “Agreement”), among InterMed Group, Inc. (the “Grantor”) and AUDAX PRIVATE DEBT LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of December 22, 2022 (the “Credit Agreement”), among VISOR PARENT, INC., a Delaware corporation (“Initial Holdings”), VISOR BUYER, INC., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto, AUDAX PRIVATE DEBT LLC, as Administrative Agent and Collateral Agent, and AUDAX PRIVATE DEBT LLC, as Swingline Lender and (b) the Collateral Agreement dated as of December 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (collectively, the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal

Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERMED GROUP, INC., as Grantor

By: DocuSigned by:
Cristopher Baldwin, CFO
E62F0C935E23459...
Name: Cristopher Baldwin
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC, as Collateral Agent

By: 

Name: Bryant Shain

Title: Authorized Signatory

Schedule I

Serial Number	Reg. Number	Mark	App./Reg. Date	Owner on Record
77460644	3575306	INTERMED	04/29/2008 02/17/2009	InterMed Group, Inc.