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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM808835

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Signant Health Global LLC		05/08/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Agent	
Street Address:	520 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Entity Type: Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90399437	THE EVIDENCE GENERATION COMPANY

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESS.BAJADA-BARTLETT@LW.COM

Correspondent Name: Jessica Bajada-Bartlett

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	038507-1118	
NAME OF SUBMITTER:	Jessica Bajada-Bartlett	
SIGNATURE:	/s/ Jessica Bajada-Bartlett	
DATE SIGNED:	05/08/2023	

Total Attachments: 6

source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page1.tif source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page2.tif source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page3.tif

source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page4.tif source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page5.tif source=Active_135419113_4_Signant (Genstar) - TMSA Supplement - Jefferies (Latham) Original#page6.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of May 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement Supplement"), by Signant Health Global LLC, a Delaware limited liability company (the "Grantor") in favor of Jefferies Finance LLC, as administrative agent and as collateral agent (together with its successors in such capacities, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to Bracket Intermediate Holding Corp., a Delaware corporation (the "Borrower"), subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Buccaneer Midco Limited, a company incorporated under the laws of England and Wales ("UK Holdings"), Buccaneer Bidco Limited, a company incorporated under the laws of England and Wales ("UK Intermediate"), BI Gen Holdings, Inc., a Delaware corporation ("US Holdings"), BI Gen Intermediate, Inc., a Delaware corporation ("US Intermediate" and, together with UK Holdings, UK Intermediate and US Holdings, the "Holdings Entities"), the Borrower, the Lenders from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the Grantor and the Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the "Additional IP Collateral"; provided, however, that notwithstanding anything to the contrary in this IP Security Agreement Supplement, the Additional IP Collateral shall not include any Excluded Asset):

(a) all Trademarks listed on <u>Schedule I</u> hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements and dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Additional IP Collateral, it being expressly understood and agreed that the term "Additional IP Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Additional IP Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional IP Collateral are more fully set forth in the Security 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release*. (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by the relevant Grantor hereunder shall be automatically released and the relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in <u>Article 8</u> and <u>Section 9.22</u> of the Credit Agreement.

- (b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at the Grantor's expense, all UCC termination statements, security interest terminations and releases for filing with the United States Patent and Trademark Office and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Agent (other than as to the Agent's authority to execute and deliver such documents). The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.
- (c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Additional IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this <u>Section 5</u>.

SECTION 6. *Counterparts*. This IP Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

SECTION 7. <u>INTERCREDITOR AGREEMENTS GOVERN.</u> NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS

GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS IP SECURITY AGREEMENT SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY ADDITIONAL IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY PARI PASSU INTERCREDITOR AGREEMENT OR JUNIOR LIEN INTERCREDITOR APPLICABLE, AGREEMENT, \mathbf{IF} AND **EACH APPLICABLE ACCEPTABLE** INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY PARI PASSU INTERCREDITOR AGREEMENT OR JUNIOR LIEN INTERCREDITOR AGREEMENT, IF APPLICABLE, AND THIS IP SECURITY AGREEMENT SUPPLEMENT, THE PROVISIONS OF ANY PARI PASSU INTERCREDITOR AGREEMENT OR JUNIOR LIEN INTERCREDITOR AGREEMENT, IF APPLICABLE, SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

SIGNANT HEALTH GLOBAL LLC

--- DocuSigned by: By: Roger Smith
Name: Roger Smith
Title: Chief Executive Officer

REEL: 008065 FRAME: 0159

ACCEPTED AND AGREED as of the date first above written:

JEFFERIES FINANCE LLC, as Agent

Name: John Kashlar

Title: Managing Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	THE EVIDENCE GENERATION COMPANY	90399437	21-DEC-2020	7014232	28-MAR-2023	Signant Health Global LLC

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RECORDED: 05/08/2023