

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMTEC GLOBAL SERVICES LLC		05/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	100 FEDERAL STREET		
<b>Internal Address:</b>	31ST FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4885297	CLEARCARE	
<b>Registration Number:</b>	4836826	CLEARCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	22283.071		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	05/25/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2023, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Crescent Agency Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (including the Swingline Lender) and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 2, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Quad-C Apps Holdco Inc., a Delaware corporation (“Holdings”), Quad-C Apps Midco Inc., a Delaware corporation (“Borrower”), each other Person party thereto that is designated as a Credit Party, the Lenders, the L/C Issuer from time to time party thereto and Crescent Agency Services LLC, as the Agent for the Lenders (including the Swingline Lender), the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Joinder Agreement dated as of May 24, 2023 (the “Joinder Agreement”) the Grantor has become a party to that certain Guaranty and Security Agreement, dated as of July 2, 2021 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

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

Very truly yours,

**EMTEC GLOBAL SERVICES LLC**, as  
Grantor

By: Adrian King  
Name: Adrian King  
Title: Chief Executive Officer

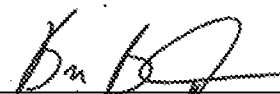
[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first written above:

**CRESCENT AGENCY SERVICES LLC,**  
as the Agent

By: Crescent Capital Group LP, its Managing Member

By:   
Name: Jonathan Cignetti  
Title: Managing Director

By:   
Name: Brian Ferguson  
Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number / Registration Date
Emtec Global Services LLC	CLEARCARE & Design	4885297 / January 12, 2016
Emtec Global Services LLC	CLEARCARE	4836826 / October 20, 2015

2. TRADEMARK APPLICATIONS

None.