

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartLinx Solutions, LLC		07/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc., as Administrative Agent		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4933032	SMARTLINX	
Registration Number:	4909405	WORKLINX	
Registration Number:	4136334	NOVALINX SYSTEMS	
Registration Number:	6809912	SLATE	
Serial Number:	97603994	SMARTLINX HEALTHCARE WORKFORCE PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	6503201918		
<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:	6503201818		
Email:	dianabentz@paulhastings.com		
Correspondent Name:	Diana Bentz		
Address Line 1:	Paul Hastings LLP		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	90381.00072		
NAME OF SUBMITTER:	Diana Bentz		
SIGNATURE:	/DSB/		
DATE SIGNED:	07/07/2023		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2023, by and among SmartLinx Solutions, LLC, a Delaware limited liability company (the “Grantor”), in favor of Sixth Street Specialty Lending, Inc., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of July 7, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties, 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I annexed hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the parties otherwise agree in writing.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import relating to this Trademark Security Agreement shall be deemed to include electronic

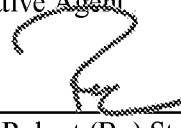
signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including 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.

[Signature pages follow]

SMARTLIX SOLUTIONS, LLC,
as Grantor

By: DocuSigned by:
Gregor Morela
Name: Gregor Morela
Title: Chief Financial Officer

SIXTH STREET SPECIALTY LENDING, INC.,
as Administrative Agent



By: _____
Name: Robert (Bo) Stanley
Title: President

Schedule I
Trademark Registrations and Use Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
SmartLinx	86259793	4/23/2014	4933032	4/5/2016	SmartLinx Solutions, LLC
Worklinx	86259829	4/23/2014	4909405	3/1/2016	SmartLinx Solutions, LLC
NOVALINX SYSTEMS	85157570	10/20/2010	4136334	5/1/2012	SmartLinx Solutions, LLC
SLATE	90454869	1/8/2021	6809912	8/2/2027	SmartLinx Solutions, LLC
SMARTLINX HEALTHCARE WORKFORCE PLATFORM	97603994	9/23/2022	N/A	N/A	SmartLinx Solutions, LLC
SmartLinx	86259793	4/23/2014	4933032	4/5/2016	SmartLinx Solutions, LLC