

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluesight, Inc.		07/17/2023	Corporation: DELAWARE
MEDACIST SOLUTIONS GROUP, LLC		07/17/2023	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6983866	GENESIS	
Registration Number:	6283447	SCRIPTRAC	
Registration Number:	4865442	MEDACIST	
Registration Number:	4801379	RXAUDITOR	
Registration Number:	6560599	BLUESIGHT INSIGHTS	
Registration Number:	4880372		
Registration Number:	6102458	PRESCRIPTIVE INTELLIGENCE	
Registration Number:	5863982	PRESCRIPTIVE INTELLIGENCE	
Registration Number:	5944634	BLUESIGHT	
Registration Number:	4943210	KIT CHECK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$265.00 6983866

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2067357 TM

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

DATE SIGNED: 07/17/2023

Total Attachments: 5

source=TSA For Recording#page3.tif
source=TSA For Recording#page4.tif
source=TSA For Recording#page5.tif
source=TSA For Recording#page6.tif
source=TSA For Recording#page7.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 17, 2023, is made by Medacast Solutions Group, LLC, a Connecticut limited liability company and Bluesight, Inc., a Delaware corporation (each, a “Grantor” and together, the “Grantors”), in favor of Monroe Capital Management Advisors, LLC, as Collateral Agent for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mainsheet Merger Sub, Inc., a Delaware corporation (“Merger Sub” and, prior to the consummation of the Merger, the “Initial Borrower”), Bluesight, Inc., a Delaware corporation (“Bluesight” and, upon the consummation of the Merger, the “Borrower”), Mainsheet AcquireCo, Inc., a Delaware corporation (“Holdings”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Monroe Capital Management Advisors, LLC, as the collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of the date hereof in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

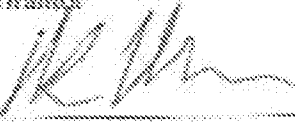
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as context dictates.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent

and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

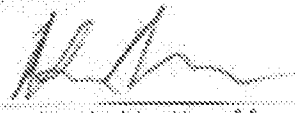
3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
5. Counterparts. The provisions of Section 8.7 of the Security Agreement are incorporated herein by reference, mutatis mutandis.
6. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEDACIST SOLUTIONS GROUP, LLC,
as a Grantor

By: 
Name: Kevin MacDonald
Title: Chief Executive Officer


BLUESIGHT, INC.,
as a Grantor

By: 
Name: Kevin MacDonald
Title: Chief Executive Officer

MUNROE CAPITAL MANAGEMENT ADVISORS, LLC,
as the Collateral Agent

By: _____
Name:
Title:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as the Collateral Agent

By: 
Name: Gerry Burrows
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008135 FRAME: 0317

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Medacist Solutions Group, LLC	97174510 16-Dec-2021	6983866 21-Feb-2023	GENESIS
Medacist Solutions Group, LLC	87653767 20-Oct-2017	6283447 02-Mar-2021	SCRIPTRAC
Medacist Solutions Group, LLC	86404346 24-Sept-2014	4865442 08-Dec-2015	MEDACIST
Medacist Solutions Group, LLC	86404376 24-Sept-2014	4801379 25-Aug-2015	RXAUDITOR
Bluesight, Inc.	90458463 11-JAN-2021	6560599 16-NOV-2021	BLUESIGHT INSIGHTS
Bluesight, Inc.	86620349 05-MAY-2015	4880372 05-JAN-2016	Design Only 
Bluesight, Inc.	87587733 29-AUG-2017	6102458 14-JUL-2020	PRESCRIPTIVE INTELLIGENCE
Bluesight, Inc.	87981580 29-AUG-2017	5863982 17-SEP-2019	PRESCRIPTIVE INTELLIGENCE
Bluesight, Inc.	87545124 27-JUL-2017	5944634 24-DEC-2019	BLUESIGHT
Bluesight, Inc.	86620339 05-MAY-2015	4943210 19-APR-2016	KIT CHECK