

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veridian Healthcare LLC		07/25/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Advantage Capital Management LLC, as collateral agent		
Street Address:	1180 Avenue of the Americas, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97251772	HEALTHWISE	
Serial Number:	97251776	HEALTHWISE	
Registration Number:	3847204		
Registration Number:	5748081	SMARTHEART	
Registration Number:	5473710	THERA CARE	
Registration Number:	6243899	THERA CARE	
Registration Number:	3941435	VERIDIAN	
Registration Number:	3852369	VERIDIAN HEALTHCARE	
Registration Number:	3847205	VERIDIAN HEALTHCARE	
Registration Number:	6494449	VERIDIAN HEALTHCARE	
Registration Number:	6494448	VERIDIAN	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		

OP \$290.00 97251772

Address Line 4:	Denver, COLORADO 80202-5549
ATTORNEY DOCKET NUMBER:	513989-17
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	07/26/2023
Total Attachments: 5 source=Veridian_ACAP - Intellectual Property Security Agreement (Executed - July 25 2023)-v1#page1.tif source=Veridian_ACAP - Intellectual Property Security Agreement (Executed - July 25 2023)-v1#page2.tif source=Veridian_ACAP - Intellectual Property Security Agreement (Executed - July 25 2023)-v1#page3.tif source=Veridian_ACAP - Intellectual Property Security Agreement (Executed - July 25 2023)-v1#page4.tif source=Veridian_ACAP - Intellectual Property Security Agreement (Executed - July 25 2023)-v1#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 25, 2023 between the undersigned in favor of **ADVANTAGE CAPITAL MANAGEMENT LLC**, a New York limited liability company, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to the Pledge and Security Agreement, dated as of July 25, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein but not otherwise defined herein shall have the meaning provided to such terms in the Security Agreement), by and among Veridian Healthcare Holdings LLC, a Delaware limited liability company, Veridian Healthcare Intermediate Holdings LLC, a Delaware limited liability company, Veridian Healthcare LLC, an Illinois limited liability company, and the other Grantors party thereto from time to time, in favor of the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the undersigned has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in, and continuing lien on, all of its right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the undersigned and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the undersigned Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the undersigned hereby pledges, collaterally assigns, and grants to the Collateral Agent a continuing security interest in, and continuing lien on, all of the undersigned’s right, title and interest in, to and under the following, whether now owned or existing or owned, acquired, or arising hereafter:

(a) All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and all rights in and to databases, and all Works, whether registered or unregistered, and whether published or unpublished, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations, recordings, and applications therefor (including, but not limited to, all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof), including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof and the right to obtain all renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications therefor, including, without limitation, those referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and

reexaminations therefor; (iii) all rights corresponding thereto throughout the world, including all rights to obtain any reissues or extensions thereof; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, recordings and applications for any of the foregoing (whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof), including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing and the right to obtain all renewals thereof, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to the undersigned of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the undersigned accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. This Agreement and the security interest created hereby secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of all the Secured Obligations, whether now owned or existing or owned, acquired, or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the undersigned Grantor and any other Credit Party to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or

informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief involving the Grantor.

Section 3. Recordation. The undersigned authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The security interests granted pursuant to this Agreement, and the rights and remedies of each party hereto with respect to the security interest granted herein, are granted without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement; nothing in this Agreement shall limit the security interests granted pursuant to the Security Agreement and the other Credit Documents. The undersigned Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement and the other Credit Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent of any conflict between the provisions of this Agreement and the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall control to the extent necessary to eliminate such conflict.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

VERIDIAN HEALTHCARE LLC

DocuSigned by:
By: Robert Friedberg
Name: Robert Friedberg
Title: Chief Executive Officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights – None.
2. Patents – None.
3. Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>Company</u>
HEALTHWISE	97/251765 (App. No.)	February 03, 2022 (App. Date)	N/A	Veridian Healthcare LLC
HEALTHWISE	97/251772 (App. No.)	February 03, 2022 (App. Date)	N/A	Veridian Healthcare LLC
HEALTHWISE (AND DESIGN)	97/251768 (App. No.)	February 03, 2022 (App. Date)	N/A	Veridian Healthcare LLC
HEALTHWISE (STYLIZED)	97/251776 (App. No.)	February 03, 2022 (App. Date)	N/A	Veridian Healthcare LLC
MISCELLANEOUS DESIGN (PYRAMID LOGO)	3847204	September 14, 2010	N/A	Veridian Healthcare LLC
SMARTHEART (AND DESIGN) (B&W)	5748081	May 14, 2019	N/A	Veridian Healthcare LLC
THERA CARE	5473710	May 22, 2018	N/A	Veridian Healthcare LLC
THERA CARE	6243899	January 12, 2021	N/A	Veridian Healthcare LLC
VERIDIAN	6494448	September 21, 2021	N/A	Veridian Healthcare LLC
VERIDIAN (AND DESIGN)	3941435	April 05, 2011	N/A	Veridian Healthcare LLC
VERIDIAN HEALTHCARE	3852369	September 28, 2010	N/A	Veridian Healthcare LLC
VERIDIAN HEALTHCARE (AND DESIGN)	3847205	September 14, 2010	N/A	Veridian Healthcare LLC
VERIDIAN HEALTHCARE (AND DESIGN)	6494449	September 21, 2021	N/A	Veridian Healthcare LLC

4. Licenses – None.