

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECN OPERATING LLC		09/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG Investment Group LP		
Street Address:	ONE PENN PLAZA, 53RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5364419	ELITE CLINICAL NETWORK	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9712		
Email:	ypan@proskauer.com		
Correspondent Name:	Chi-Yu Huang		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	(47057-093)		
NAME OF SUBMITTER:	Chi-Yu Huang		
SIGNATURE:	/Chi-Yu Huang/		
DATE SIGNED:	09/12/2023		
Total Attachments: 3			
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CH \$40.00 5364419

ASSIGNMENT FOR SECURITY – TRADEMARKS

September 8, 2023

WHEREAS, ECN OPERATING LLC, a Delaware limited liability company (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of September 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the “Assignee”); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of _____, 20_____.

ECN OPERATING LLC

By: 
Name: Sanjay Gulati
Title: President and Secretary

[Signature Page to IP Assignment (ECN Operating LLC)]

TRADEMARK
REEL: 008194 FRAME: 0997

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
ECN Operating LLC	ELITE CLINICAL NETWORK ¹	Registration No. 5364419	May 24, 2017	December 26, 2017	United States

¹ This trademark is used by the designated company, and is subject to the post-closing delivery of the trademark assignments set forth in Section 5.03(j) of the Financing Agreement.