

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838680

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|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AXIOM MEDICAL CONSULTING, LLC | | 09/11/2023 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | SARATOGA INVESTMENT FUNDING LLC, as Administrative Agent | | |
| Street Address: | 535 Madison Avenue, 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6861943 | CHECKIN2SCHOOL | |
| Registration Number: | 6221700 | CHECKIN2WORK | |
| Registration Number: | 5895614 | AXIOM MEDICAL | |
| Serial Number: | 97048785 | TESTING VAULT | |
| Serial Number: | 90780350 | TEMPO LIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700, ATTN: IP DEPARTMENT | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 036806.000057 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |

OP \$140.00 6861943

| | |
|---|------------|
| DATE SIGNED: | 09/12/2023 |
| Total Attachments: 5 source=TSA - Axiom Medical Consulting, LLC to Saratoga Investment Funding LLC, as Administrative Agent#page1.tif source=TSA - Axiom Medical Consulting, LLC to Saratoga Investment Funding LLC, as Administrative Agent#page2.tif source=TSA - Axiom Medical Consulting, LLC to Saratoga Investment Funding LLC, as Administrative Agent#page3.tif source=TSA - Axiom Medical Consulting, LLC to Saratoga Investment Funding LLC, as Administrative Agent#page4.tif source=TSA - Axiom Medical Consulting, LLC to Saratoga Investment Funding LLC, as Administrative Agent#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 11, 2023 (this “**Trademark Security Agreement**”), is made by Axiom Medical Consulting, LLC, a Texas limited liability company (the “**Grantor**”), in favor of Saratoga Investment Corp. SBIC III LP, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) pursuant to that certain Senior Credit Facility Agreement, dated as of September 11, 2023 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, Axiom Purchaser, Inc., a Delaware corporation (“**Holdco**”), Axiom Professionals LLC, a Texas limited liability company (“**Axiom Professionals**”), each of the other direct and indirect Subsidiaries of Holdco signatory thereto, each financial institution party thereto as a lender from time to time and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security and Pledge Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 ratable benefit of the Lenders, 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. To secure the prompt payment and performance in full when due of the Secured Obligations, Grantor hereby grants to Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in such Grantor’s right, title and interest in and to all of the following, but excluding the Excluded Collateral (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in, and the Trademark Collateral shall not include any application to register Trademarks in the U.S. Patent and Trademark Office (the “PTO”) based upon Grantor’s “intent to use” such Trademark (but only if the grant of security interest to such “intent to use” Trademark violates 15 U.S.C. § 1060(a)) unless and until a “Statement of Use” or “Amendment to Allege Use” is filed in the PTO with respect thereto.

SECTION 3. 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 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 Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record 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 this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Section 10.6, Section 10.15 and Section 10.16 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, by their duly authorized officers, have executed this Trademark Security Agreement, as of the day and year first above written.

AXIOM MEDICAL CONSULTING, LLC,
a Texas limited liability company

By: Axiom Purchaser, Inc., its sole member

John Caselli

By: _____

Name: John Caselli

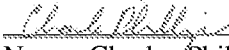
Title: Vice President and Secretary

Accepted and Agreed:

SARATOGA INVESTMENT FUNDING LLC,
as Administrative Agent

By: Saratoga Investment Corp. GP, LLC,
its General Partner

By: Saratoga Investment Corp., its Manager

By:  _____
Name: Charles Phillips
Title: Managing Director

Schedule 1 to Trademark Security Agreement

Axiom Medical Consulting, LLC
(Texas Limited Liability Company)

U.S. Trademarks

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|----------------------------------|----------|------------|
| <i>CHECKIN2SCHOOL and Design</i> | 6861943 | 10/04/2022 |
| <i>CHECKIN2WORK and Design</i> | 6221700 | 12/15/2020 |
| <i>AXIOM MEDICAL and Design</i> | 5895614 | 10/29/2019 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|----------------------|-----------|-------------|
| <i>TESTING VAULT</i> | 97048785 | 09/28/2021 |
| <i>TEMPO LIVE</i> | 90780350 | 06/17/2021 |