

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProPharma Group Holdings, LLC		10/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	11100 SANTA MONICA BOULEVARD, SUITE 2000		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	98128644	CLINCHAT	
Serial Number:	98141963	PRODIGY BY PROPHARMA	
Serial Number:	98141959	PROPHARMA PRODIGY	
Serial Number:	98141955	PRODIGY	
Serial Number:	97718724	O	
Serial Number:	97718561	PROPHARMA	
Registration Number:	6957656	SCIENCE MINDS OVER REGULATORY MATTERS	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Ave		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	125778-312447		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		

OP \$190.00 98128644

DATE SIGNED:	10/19/2023
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2023 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “**Grantor**” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Crescent Agency Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Second Lien Pledge and Security Agreement dated as of October 15, 2020 (as supplemented by that certain Counterpart Agreement, dated as of May 26, 2021, as further supplemented by that certain Counterpart Agreement, dated as of October 4, 2021, as further supplemented by that certain Counterpart Agreement, dated as of March 21, 2022, as further supplemented by that certain Counterpart Agreement, dated as of June 3, 2022, as further supplemented by that certain Counterpart Agreement, dated as of December 20, 2022, as further supplemented by that certain Counterpart Agreement, dated as of May 18, 2023, and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants, transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. 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 (“**Trademarks**”), all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any "intent-to-use" Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INTERACTIVE BUSINESS SYSTEMS, INC.,
ONESOURCE REGULATORY, LLC,
PLANET EQUITY GROUP, LLC,
PROPHARMA GROUP HOLDINGS, LLC**

By: 

Name: Michael Stomberg

Title: President and Chief Executive Officer


[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK
REEL: 008233 FRAME: 0084**

Accepted and Agreed:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Ryan Stanley
Title: Senior Vice President

By: 
Name: Yev Kuznetsov
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

ACTIVE/125311120.2

TRADEMARK
REEL: 008233 FRAME: 0085

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
IBS	USA State (Illinois)	Interactive Business Systems, Inc.	12/13/1991	IL 69587
INTERACTIVE BUSINESS SYSTEMS	USA State (Illinois)	Interactive Business Systems, Inc.	02/13/1990	IL 066045
QUARRIUS BY OSR	USA	OneSource Regulatory, LLC	(07/06/2022)	(97490372)
PLANET HEALTHCARE	USA	Planet Equity Group, LLC	08/08/2023	7133317
OUR PEOPLE. YOUR WORLD.	USA	Planet Equity Group, LLC	08/08/2023	7132380
CLINCHAT	USA	ProPharma Group Holdings, LLC	(08/11/2023)	(98128644)
PRODIGY BY PROPHARMA	USA	ProPharma Group Holdings, LLC	(08/21/2023)	(98141963)
PROPHARMA PRODIGY	USA	ProPharma Group Holdings, LLC	(08/21/2023)	(98141959)
PRODIGY	USA	ProPharma Group Holdings, LLC	(08/21/2023)	(98141955)
	USA	ProPharma Group Holdings, LLC	(12/15/2022)	(97718724)
propharma	USA	ProPharma Group Holdings, LLC	(12/15/2022)	(97718561)
SCIENCE MINDS OVER REGULATORY MATTERS	USA	ProPharma Group Holdings, LLC	01/17/2023	6957656