

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONEPACS, LLC		10/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	500 West Monroe St.		
City:	Chicao		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5240080	CASELINK	
Registration Number:	5235694	ONE WORKLIST	
Registration Number:	3493595	ONEPACS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212.969.3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Yee-Chung Chen		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	32868.077		
NAME OF SUBMITTER:	Yee-Chung Chen		
SIGNATURE:	/Yee-Chung Chen/		
DATE SIGNED:	10/20/2023		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, October 20, 2023 (this “Agreement”), between ONEPACS, LLC (the “Grantor”) and ANTARES CAPITAL LP, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of July 22, 2021 (as amended by that certain Amendment No. 1, dated as of February 24, 2022 and by that certain Amendment No. 2, dated as of January 24, 2023, and as may be further amended, restated, supplemented and/or otherwise modified from time to time, the “First Lien Credit Agreement”), among EXPERITY PARENT, INC., a Delaware corporation (“Initial Holdings”), EXPERITY, INC., a Delaware corporation (the “Company”), and ANTARES CAPITAL LP as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of July 22, 2021 (as supplemented by that certain Supplement No. 1, dated as of February 24, 2022 and as may be further amended, restated, supplemented and/or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantor (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ONEPACS, LLC as the Grantor

DocuSigned by:
By: Brian Berning
Name: Brian Berning
Title: Secretary, Treasurer and Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008234 FRAME: 0271

ANTARES CAPITAL LP, as First Lien
Collateral Agent

By: *Jared Neely*
Name: Jared Neely
Title: Duly Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
OnePacs, LLC	CASELINK	5240080	July 11, 2017
OnePacs, LLC	ONE WORKLIST	5235694	July 4, 2017
OnePacs, LLC	ONEPACS	3493595	August 26, 2008