

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Banc Intranets, LLC		12/11/2023	Limited Liability Company:
QuestSoft Corporation		12/11/2023	Corporation:
QUANTIVATE LLC		12/11/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Private Credit Corp.		
<b>Street Address:</b>	2001 Ross Avenue		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3143020	BANCWORKS	
<b>Registration Number:</b>	6218283	NVERIFY	
<b>Registration Number:</b>	5200078	NCONTINUITY	
<b>Registration Number:</b>	5348726	NCOMPLY	
<b>Registration Number:</b>	5199298	NCYBER	
<b>Registration Number:</b>	5199299	NFINDINGS	
<b>Registration Number:</b>	5435986	NRISK	
<b>Registration Number:</b>	5199300	NVENDOR	
<b>Registration Number:</b>	3724996	NCONTRACTS	
<b>Registration Number:</b>	3724993	THE POWER OF N	
<b>Registration Number:</b>	5907626	COMPLIANCE RELIEF	
<b>Registration Number:</b>	4368557	Q	
<b>Registration Number:</b>	4368029	QUESTSOFT	
<b>Registration Number:</b>	4288087	CRA RELIEF	
<b>Registration Number:</b>	4304093	HMDA RELIEF	
<b>Registration Number:</b>	3144604	COMPLIANCE EAGLE	
<b>Registration Number:</b>	7083773	QUANTIVATE	

OP \$465.00 3143020

Property Type	Number	Word Mark
Serial Number:	98083080	NSIDER

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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.*

**Phone:** 3128767700

**Email:** thomas.buettner@lw.com

**Correspondent Name:** Thomas J. Buettner

**Address Line 1:** Latham & Watkins LLP

**Address Line 2:** 330 North Wabash Avenue, Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	069115-0017
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner
<b>SIGNATURE:</b>	/tjb/
<b>DATE SIGNED:</b>	12/12/2023

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of December 11, 2023 is made by the Borrower, Banc Intranets, LLC, a Delaware limited liability company (“**Banc**”), QuestSoft Corporation, a California corporation (“**QuestSoft**”), and QUANTIVATE LLC, a Washington limited liability company (“**Quantivate**”, and together with the Borrower, Banc and QuestSoft, the “**Grantors**” and each individually, a “**Grantor**”), in favor of GOLDMAN SACHS PRIVATE CREDIT CORP., as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of December 11, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among NCONTRACTS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), NCONTRACTS, LLC, a Delaware limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 11, 2023, in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrower; and

**WHEREAS**, each Grantor is a party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantors Remain Liable. Notwithstanding anything herein to the contrary, each Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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

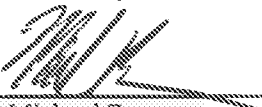
Very truly yours,

**GRANTORS;**

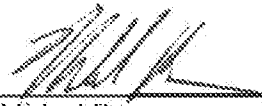
**NCONTRACTS, LLC,**  
a Delaware limited liability company

By:   
Name: Michael Berman  
Title: Chief Executive Officer

**BANC INTRANETS, LLC,**  
a Delaware limited liability company  
**QUESTSOFT CORPORATION,**  
a California corporation

By:   
Name: Michael Berman  
Title: Chief Executive Officer

**QUANTIVATE LLC,**  
a Washington limited liability company

By:   
Name: Michael Berman  
Title: Chief Executive Officer

Trademark Security Agreement

ACCEPTED AND AGREED  
as of the date first above written:

**GOLDMAN SACHS PRIVATE CREDIT CORP.**, as Agent

By: \_\_\_\_\_  
Name: Greg Watts  
Title: Vice President




Trademark Security Agreement

**TRADEMARK**  
**REEL: 008285 FRAME: 0333**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Banc Intranets, LLC (Tennessee)	BANCWORKS	78403115	4/16/2004	3143020	9/12/2006	Registered
Ncontracts, LLC	NVERIFY	88733970	12/19/2019	6218283	12/8/2020	Registered
Ncontracts, LLC	NCONTINUITY	87273436	12/19/2016	5200078	5/9/2017	Registered
Ncontracts, LLC	NCOMPLY	87188396	9/29/2016	5348726	12/5/2017	Registered
Ncontracts, LLC	NCYBER	87188379	9/29/2016	5199298	5/9/2017	Registered
Ncontracts, LLC	NFINDINGS	87188389	9/29/2016	5199299	5/9/2017	Registered
Ncontracts, LLC	NRISK	87188404	9/29/2016	5435986	4/3/2018	Registered
Ncontracts, LLC	NVENDOR	87188394	9/29/2016	5199300	5/9/2017	Registered
Ncontracts, LLC	NCONTRACTS	77725183	4/29/2009	3724996	12/15/2009	Registered
Ncontracts, LLC	THE POWER OF N	77724653	4/29/2009	3724993	12/15/2009	Registered
QuestSoft Corporation	COMPLIANCE RELIEF	88393709	4/19/2019	5907626	11/12/2019	Registered
QuestSoft Corporation	Q and Design 	85797983	12/7/2012	4368557	7/16/2013	Registered
QuestSoft Corporation	QUESTSOFT	85786964	11/26/2012	4368029	7/16/2013	Registered
QuestSoft Corporation	CRA RELIEF	85570501	3/15/2012	4288087	2/12/2013	Registered

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
QuestSoft Corporation	HMDA RELIEF	85568513	3/13/2012	4304093	3/19/2013	Registered
QuestSoft Corporation	COMPLIANCE EAGLE	78594882	3/24/2005	3144604	9/19/2006	Registered
Quantivate LLC	QUANTIVATE	97265197	2/14/2022	7083773	6/20/2023	Registered

2. TRADEMARK APPLICATIONS

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
Ncontracts, LLC	NSIDER	98083080	7/13/2023	Pending

Schedule I to Trademark Security Agreement