

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skynet Innovations LLC		12/19/2023	Limited Liability Company: OHIO
Blue Alliance IT, LLC		12/19/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Administrative Agent		
Street Address:	200 S. Wacker Drive		
Internal Address:	Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4500221	PATH FORWARD IT	
Registration Number:	4742192	QUANEXUS WE MAKE IT EASY	
Registration Number:	7109267	BLUE ALLIANCE IT	
Serial Number:	98095899	BLUE ALLIANCE	
Registration Number:	4500222	PATH FORWARD IT	
Registration Number:	6530694	PATHFORWARD IT	
Registration Number:	6163789	PFIT	
Registration Number:	6909929	FREEING YOU TO DO THE BUSINESS OF HEALTH	
Registration Number:	6496047	FREEING YOU TO DO THE BUSINESS OF HEALTH	
Registration Number:	6463663	BE CONFIDENT IN YOUR IT	
Registration Number:	4517051	PATH FORWARD	
Registration Number:	4517050	PATH FORWARD	
Serial Number:	97877331	PATH FORWARD	
Registration Number:	6921183	PATIENT SHIELD	
Registration Number:	6631077	PATIENT SHIELD	
Registration Number:	6921184	PATIENTSHIELD	

OP \$515.00 4500221

Property Type	Number	Word Mark
Registration Number:	6974922	PATIENTSHIELD
Registration Number:	6631085	
Serial Number:	97888287	
Serial Number:	97888300	BLENDED TECHNOLOGY SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergekohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7213.111
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/19/2023

Total Attachments: 6

source=8. Trademark Security Agreement (Blue Alliance)#page1.tif
source=8. Trademark Security Agreement (Blue Alliance)#page2.tif
source=8. Trademark Security Agreement (Blue Alliance)#page3.tif
source=8. Trademark Security Agreement (Blue Alliance)#page4.tif
source=8. Trademark Security Agreement (Blue Alliance)#page5.tif
source=8. Trademark Security Agreement (Blue Alliance)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2023, is made by each of Skynet Innovations LLC, an Ohio limited liability company and Blue Alliance IT, LLC, an Ohio limited liability company (each, a "Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Blue Alliance Acquisition, LLC, a Delaware limited liability company, Blue Alliance IT, LLC, an Ohio limited liability company (the "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and Freeport, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, 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:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby 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 such Grantor (the "Trademark Collateral", which shall, for the avoidance of doubt, exclude all Excluded Property):

- (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to each Grantor of any right under any Trademark, including, without limitation, those 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.

Section 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

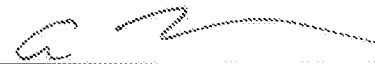
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 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 Illinois.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

SKYNET INNOVATIONS LLC, as
Grantor


By: 
Name: Nick Recker
Title: Chief Executive Officer

BLUE ALLIANCE IT, LLC, as Grantor

By: 
Name: Nick Recker
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC, as Agent

By: 
Name: Matthew M. Gerdes
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

GRANTOR	MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Blue Alliance IT, LLC	PATH FORWARD IT	85651509	06/14/12	4500221	03/25/14
Skynet Innovations LLC	QUANEXUS WE MAKE IT EASY	86282027	05/15/14	4742192	05/26/15
Blue Alliance IT, LLC	BLUE ALLIANCE IT	97241383	01/27/22	7109267	07/11/23
Blue Alliance IT, LLC	BLUE ALLIANCE	98095899	07/21/23	n/a	n/a
Blue Alliance IT, LLC	PATH FORWARD IT	85651520	06/14/12	4500222	03/25/14
Blue Alliance IT, LLC	PATHFORWARD IT	90476648	01/20/21	6530694	10/19/21
Blue Alliance IT, LLC	PFIT	88837506	03/17/20	6163789	09/29/20
Blue Alliance IT, LLC	FREEING YOU TO DO THE BUSINESS OF HEALTHCARE	90752207	06/03/21	6909929	11/29/22
Blue Alliance IT, LLC	FREEING YOU TO DO THE BUSINESS OF HEALTHCARE	88756900	01/13/20	6496047	09/28/21
Blue Alliance IT, LLC	BE CONFIDENT IN YOUR IT	90476646	01/20/21	6463663	08/24/21
Blue Alliance IT, LLC	PATH FORWARD	85829110	01/22/13	4517051	04/22/14
Blue Alliance IT, LLC	PATH FORWARD	85829106	01/22/13	4517050	04/22/14
Blue Alliance IT, LLC	PATH FORWARD	97877331	04/07/23	n/a	n/a

GRANTOR	MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Blue Alliance IT, LLC	PATIENT SHIELD	90792691	06/24/21	6921183	12/13/22
Blue Alliance IT, LLC	PATIENT SHIELD	88756976	01/13/20	6631077	02/01/22
Blue Alliance IT, LLC	PATEITNSHIELD	91792700	06/24/21	6921184	12/13/22
Blue Alliance IT, LLC	PATIENTSHIELD	88774577	01/27/20	6974922	02/07/23
Blue Alliance IT, LLC	[Design Only]	88774575	01/27/20	6631085	02/01/22
Blue Alliance IT, LLC	BLENDED TECHNOLOGY SOLUTIONS	97888300	04/14/23	n/a	n/a
Blue Alliance IT, LLC	[Design Only]	97888287	04/14/23	n/a	n/a

Intellectual Property Licenses

None.