

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concord III, L.L.C.		12/20/2023	Limited Liability Company: DELAWARE
Biscom, Inc.		12/20/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4331440	BISCOM	
Registration Number:	5492120	BISCOM	
Registration Number:	6151104	BISCOM BISCLOUD	
Registration Number:	5574493	BISCOM DIGITAL FAX	
Registration Number:	4551719	BISCOM MOBILE	
Registration Number:	5729994	BISCOM TRANSIT	
Registration Number:	3221174	FAXCOM	
Registration Number:	3248216	FAXCOM ANYWHERE	
Registration Number:	4677685	VEROSYNC	
Serial Number:	97931003	CONCORD ONE	
Serial Number:	97462121	CONCORD CARE INTAKE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		

CH \$290.00 4331440

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 12/20/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2023, is made by Concord III, L.L.C., a Delaware limited liability company and Biscom, Inc., a Massachusetts corporation (each a “Grantor” and, collectively, the “Grantors”), in favor of Maranon Capital, L.P. (“Maranon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Maranon, 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;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower, and the Borrower has agreed to guarantee the Secured Obligations of the other Grantors; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 the 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 the 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 mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (but excluding 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 of a “Statement of Use” pursuant to Section 1(d) or “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act);

(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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which (including the limitations and exceptions set forth therein) 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 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.

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 New York.

[SIGNATURE PAGES FOLLOW]

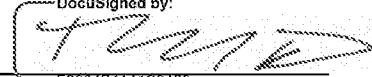
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONCORD III, L.L.C.

as Grantor

DocuSigned by:

By:



Name: Brian Rice

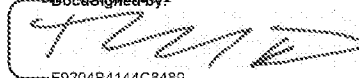
Title: Chief Financial Officer

BISCOM, INC.

as Grantor

DocuSigned by:

By:

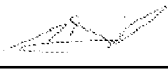


Name: Brian Rice

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as Agent

By:  _____

Name: Greg Daniele
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008295 FRAME: 0188

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Reg. No.	Trademark	Reg. Date	Country	Status	Grantor
4331440	Biscom [word]	05/07/2013	USA	Registered	Biscom, Inc.
5492120	Biscom [word]	06/12/2018	USA	Registered	Biscom, Inc.
6151104	Biscom Bisccloud [word]	09/15/2020	USA	Registered	Biscom, Inc.
5574493	Biscom Digital Fax [word]	10/02/2018	USA	Registered	Biscom, Inc.
4551719	Biscom Mobile [word]	06/17/2014	USA	Registered	Biscom, Inc.
5729994	Biscom Transit [word]	04/16/2019	USA	Registered	Biscom, Inc.
3221174	FAXCOM [word]	03/27/2007	USA	Registered	Biscom, Incorporated
3248216	FAXCOM ANYWHERE [word]	05/29/2007	USA	Registered	Biscom, Inc.
4677685	VEROSYNC [word]	01/27/2015	USA	Registered	Biscom, Inc.

2. TRADEMARK APPLICATIONS

Grantor	App. No.	Trademark	Filing Date	Country	Status
Concord III, L.L.C.	97931003	CONCORD ONE [word]	05/11/2023	USA	Pending
Concord III, L.L.C.	97462121	CONCORD CARE INTAKE [word]	06/16/2022	USA	Pending