

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Scripts, LLC		01/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue, Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5550534	7 DAYS	
Registration Number:	5725053	FIRSTCHOICE SOUTHERNSCRIPTS	
Serial Number:	98115711	SOUTHERNSCRIPTS	
Serial Number:	98148148	SOUTHERNSCRIPTS	
Serial Number:	85450096	SOUTHERNSCRIPTS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1075 Peachtree Street, 35th Floor		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	South Scripts5033920.0209		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	01/23/2024		

OP \$140.00 5550534

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of January 23, 2024, (this "Agreement"), among Southern Scripts, LLC, a Delaware limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

WHEREAS, LIVINITI INTERMEDIATE II LLC, a Delaware limited liability company (the "Parent Borrower"), LIVINITI INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of January 23, 2024 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement, dated as of January 23, 2024 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Parent Borrower, Holdings, the other Subsidiary Parties party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank; signature pages follow]

SOUTHERN SCRIPTS, LLC,
as the Grantor

By: 
Name: Michael Stevens
Title: Chief Financial Officer

[Signature Page to Intellectual Property (Trademark) Security Agreement]

TRADEMARK
REEL: 008323 FRAME: 0917

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Leah Zvalauskas
Name: Leah Zvalauskas
Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. / App. No.
7 DAYS & Design	US	Southern Scripts, LLC	5550534
FIRSTCHOICE SOUTHERNSCRIPTS (Stylized)	US	Southern Scripts, LLC	5725053
SOUTHERNSCRIPTS	US	Southern Scripts, LLC	98115711
SOUTHERNSCRIPTS	US	Southern Scripts, LLC	98148148
SOUTHERNSCRIPTS	US	Employers Health Network Holdings, LLC	85450096