

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI14568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMCOL SYSTEMS, INC.		02/08/2024	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	CRESCENT AGENCY SERVICES LLC, as Agent		
Street Address:	110 North Wacker Drive, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87795875	UTOPIAN PRE-SERVICE PATIENT ENGAGEMENT	
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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED:	02/08/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2024, is made by AMCOL SYSTEMS, INC., a South Carolina corporation (“Grantor”), in favor of CRESCENT AGENCY SERVICES LLC (“Crescent”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for all the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 8, 2024 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Annuity Health Acquisition, LLC (the initial Borrower prior to the Closing Date Acquisition (as defined therein) and the Closing Date Assignment Assumption (as defined therein)), Annuity Health Holdings, LLC, a Delaware limited liability company (as the Borrower immediately upon the consummation of the Closing Date Acquisition and the Closing Date Assignment and Assumption), the financial institutions party thereto from time to time (the “Lenders”), and Agent, the Lenders have severally agreed to extend credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Guarantee and Collateral Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to the Guarantee and Collateral Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, Grantor hereby agrees with Agent, for the ratable benefit of the Lenders, as follows:

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

Section 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 Lenders, and grants to Agent for the benefit of the Lenders 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 and Trademark Licenses, 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. Guarantee and Collateral 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 Guarantee and Collateral Agreement and 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guarantee and Collateral Agreement, the Trademark Collateral shall not include any Excluded Property.

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

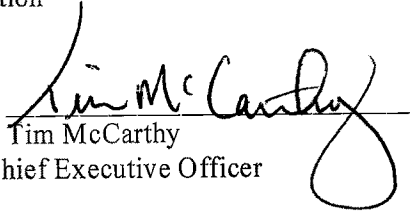
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

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, 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.

AMCOL SYSTEMS, INC., a South Carolina corporation

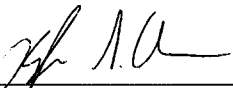
By: 
Name: Tim McCarthy
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRESCENT AGENCY SERVICES LLC, as Agent


By: Crescent Capital Group LP, its Managing Member

By: 
Name: Hayes Olofson
Title: Managing Director

By: 
Name: Kyle Anderson
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

Trademark	Application Number	Registration Number	Date of Application	Date of Registration
UTOPIAN PRE-SERVICE PATIENT ENGAGEMENT 	87795875	5574894	2/13/2018	10/2/2018