

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI37536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visante Consulting LLC		01/31/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5483574	A+O=D2 CONTROL YOUR VARIABLES DRUG DIVERSION VISANTE	
Registration Number:	5731247	TRG CLINICAL INFORMATICS ADVISORS	
Registration Number:	5489740	TRG THE ROBERTSON GROUP	
Registration Number:	3824066	VISANTE	
CORRESPONDENCE DATA			
Fax Number:	4155911000		
<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:	4155911000		
Email:	TrademarksSF@winston.com,KRea@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013891-00148		
NAME OF SUBMITTER:	KIRSTEN REA		
SIGNATURE:	KIRSTEN REA		
DATE SIGNED:	02/20/2024		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 31, 2024 (this “**Trademark Security Agreement**”), by Visante Consulting LLC, a Minnesota limited liability company (the “**Grantor**”), in favor of FEAC Agent, LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable


form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

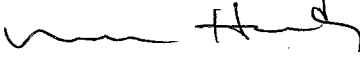
[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

VISANTE CONSULTING LLC

DocuSigned by:
By: 
Name: Kevin Walstrom
Title: Chief Financial Officer

FEAC Agent, LLC, as Administrative Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member

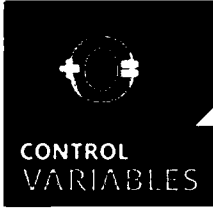



By:  _____

Name: Michelle Handy

Title: Senior Managing Director

SCHEDULE I

UNITED STATES REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
Visante Consulting LLC	 	87241507	5483574	Active
Visante Consulting LLC		87824581	5731247	Active
Visante Consulting LLC		87456759	5489740	Active
Visante Consulting LLC	VISANTE	77818984	3824066	Active

FOREIGN REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
Visante Consulting LLC	VISANTE	UK00003132744	UK
Visante Holdings LLC	VISANTE	UK00909992694	UK
Visante Holdings LLC	VISANTE	No. 009992694	EU