

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AYA Healthcare Inc.		05/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West, as Administrative Agent		
<b>Street Address:</b>	2527 Camino Ramon		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6100284	LOTUS CONNECT	
<b>Registration Number:</b>	5749086	AYA HEALTHCARE	
<b>Registration Number:</b>	5749087	AYA HEALTHCARE	
<b>Registration Number:</b>	5713197	AYA CONNECT	
<b>Registration Number:</b>	4139489	AYA HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	342540-91		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	05/12/2021		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 12, 2021 (the “**Effective Date**”) by AYA HEALTHCARE INC., a Delaware corporation (the “**Grantor**”) in favor of BANK OF THE WEST, a California banking corporation, as administrative agent (in such capacity, the “**Agent**”) for the benefit of the Lenders (as defined in the Credit Agreement as referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor, the other signatories party thereto and the Agent, and that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Borrowers (as defined therein) and the Agent; and

**WHEREAS**, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Credit Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

**Section 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

**Section 2. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, trade secrets, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, the “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements of any Trademark,
- (3) rights to sue for past, present and future infringements thereof,
- (4) rights corresponding to any Trademark throughout the world,
- (5) renewals and proceeds of any Trademark, and
- (6) all goodwill associated with or symbolized by the Trademarks.

**Section 3. Recordation.** The Grantor authorizes and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 4. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

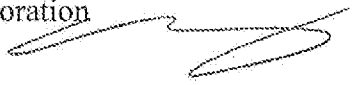
**Section 5. Governing Law.** This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to conflict of laws principles thereof.

**Section 6. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

AYA HEALTHCARE, INC.,  
a Delaware corporation


By:   
Name: Alan Brayn  
Title: CEO

**BANK OF THE WEST, as Agent**

By:  **Eric Andersen**  
Name: Eric Andersen  
Title: Vice President

Digitally signed by Eric Andersen  
Date: 2021.05.10 11:32:47 -07'00'

SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
LOTUS CONNECT	88727071	12/13/2019	6100284	7/14/2020
AYA HEALTHCARE	88050628	7/24/2018	5749086	5/14/2019
 AYA HEALTHCARE	88050692	7/24/2018	5749087	5/14/2019
AYA CONNECT	88050728	7/24/2018	5713197	4/2/2019
AYA HEALTHCARE	77880359	11/24/2009	4139489	5/8/2012