

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMVIK SOLUTIONS, LLC		05/18/2021	Limited Liability Company: CALIFORNIA
APEX ELECTRONIC DATA INTERCHANGE, INC.		05/18/2021	Corporation: UTAH
CODEMETRO, INC.		05/18/2021	Corporation: CALIFORNIA
DATAFINCH TECHNOLOGIES, INC.		05/18/2021	Corporation: GEORGIA
JITUZU, INC.		05/18/2021	Corporation: DELAWARE
LOGIK SOLUTIONS, LLC		05/18/2021	Limited Liability Company: WYOMING
NEWCROP, LLC		05/18/2021	Limited Liability Company: TEXAS
TEN ELEVEN GROUP, LLC		05/18/2021	Limited Liability Company: DELAWARE
THERA-LINK, LLC		05/18/2021	Limited Liability Company: TEXAS
THERANEST, LLC		05/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4594462	THERA-LINK	
Registration Number:	5805361	LAWYER-LINK	
Registration Number:	5112822	THERANEST	
CORRESPONDENCE DATA			

CH \$90.00 4594462

TRADEMARK

Fax Number: 3128622200

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.

Phone: 3128622000

Email: Jeffrey.norgle@kirkland.com

Correspondent Name: Jeffrey Norgle

Address Line 1: 300 NORTH LASALLE

Address Line 2: KIRKLAND & ELLIS LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-0511
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NAME OF SUBMITTER:	Jeffrey Norgle
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SIGNATURE:	/Jeffrey Norgle/
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DATE SIGNED:	05/19/2021
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Total Attachments: 6

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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 18, 2021, is made by AMVIK SOLUTIONS, LLC, a California limited liability company, APEX ELECTRONIC DATA INTERCHANGE, INC., a Utah corporation, CODEMETRO, INC., a California corporation, DATAFINCH TECHNOLOGIES, INC., a Georgia corporation, JITUZU, INC., a Delaware corporation, LOGIK SOLUTIONS, LLC, a Wyoming limited liability company, NEWCROP, LLC, a Texas limited liability company, TEN ELEVEN GROUP, LLC, a Delaware limited liability company, THERA-LINK, LLC, a Texas limited liability company and THERANEST, LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), in favor of JEFFERIES FINANCE LLC, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of May 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THRIVE PURCHASER, LLC, a Delaware limited liability company ("Holdings"), THRIVE MERGER SUB, LLC, a Delaware limited liability company (the "Initial Borrower"), THERAPY BRANDS HOLDINGS, LLC, a Delaware limited liability company (following the merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, and following the Acquisition, the "Effective Date Borrower" and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the "Parent Borrower"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and Jefferies Finance LLC, as administrative agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of May 18, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such trademarks or service marks, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMVIK SOLUTIONS, LLC
APEX ELECTRONIC DATA INTERCHANGE, INC.
CODEMETRO, INC.
DATAFINCH TECHNOLOGIES, INC.
JITUZU, INC.
LOGIK SOLUTIONS, LLC
NEWCROP, LLC
TEN ELEVEN GROUP, LLC
THERA-LINK, LLC
THERANEST, LLC,
as the Grantors






By: 
Name: Kimberly O'Loughlin
Title: Chief Executive Officer and President

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Amvik Solutions ¹	87006049	5164295	WEBABA
Apex Electronic Data Interchange, Inc.	77031524	3383916	
Apex Electronic Data Interchange, Inc.	77948181	3964229	ONETOUCH
Apex Electronic Data Interchange, Inc.	88154818	5768241	
CodeMetro, Inc.	86561291	5061866	CODEMETRO
CodeMetro, Inc.	87569550	5451360	NEXUS PRACTICE ADMIN WORKS
DataFinch Technologies, Inc.	86390439	4830054	
DataFinch Technologies, Inc.	87164324	5208277	
DataFinch Technologies, Inc.	87715348	5840371	
Jituzu ²	85821350	4610475	JITUZU
Logik Solutions, Inc. ³	86197052	4832660	MEDIK ONLINE
Logik Solutions, Inc. ⁴	86197018	4834441	MEDIK
NewCrop ⁵	86475591	4897339	NEWCROP
Ten Eleven Group Inc. ⁶	86852934	5115854	TREATMENT WIZARD

¹ Record owner name to be corrected to Amvik Solutions, LLC.

² Record owner name to be corrected to Jituzu, Inc.

³ Record owner name to be updated to Logik Solutions, LLC.

⁴ Record owner name to be updated to Logik Solutions, LLC.

⁵ Record owner name to be corrected to NewCrop, LLC.

Thera-LINK LLC ⁷	86103994	4594462	THERA-LINK
Thera-LINK, LLC	88235064	5805361	Thera-LINK
TheraNest, LLC	86971833	5112822	THERANEST

⁶ Record owner name to be corrected to Ten Eleven Group, LLC.

⁷ Record owner name to be corrected to Thera-LINK, LLC (to include a comma).