

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658516

<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>
PrepAgent LLC		07/07/2021	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2, ILI-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5349839	PREPAGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hkllaw.com,lorrin.stone@hkllaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	07/07/2021		
<b>Total Attachments: 7</b>			
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**SUPPLEMENT AND JOINDER TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

July 7, 2021

**WITNESSETH:**

WHEREAS, reference is made to: (i) that certain Credit Agreement, dated as of November 30, 2018, as amended by that certain First Amendment to Credit Agreement, dated as of February 25, 2020, as further amended by that certain Second Amendment to Credit Agreement, dated as of December 28, 2020, as amended by that certain Third Amendment to Credit Agreement, dated as of the date hereof (the "Third Amendment"; as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement), by and among XGRIT, LLC, a Delaware limited liability company (the "Borrower"), Aceable Inc., a Delaware corporation (the "Parent"), the other Loan Parties party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Agent") for itself and the other Lenders from time to time party thereto; (ii) Pledge and Security Agreement, dated as of November 30, 2018 (the "Security Agreement"), among the Borrower, the Guarantors party thereto and the Agent; (iii) that certain Annex I to Pledge and Security Agreement, dated as of the date hereof, executed by PrepAgent LLC, a Washington limited liability company ("PrepAgent"), in favor of the Agent (the "PrepAgent Security Agreement Supplement"); and (iv) that certain Intellectual Property Security Agreement, dated as of November 30, 2018 (the "IP Security Agreement"), which was recorded with the U.S. Patent and Trademark Office on November 30, 2018, at Reel 006492, Frame 0387.

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, Borrower and each Guarantor has granted to the Agent a security interest in, among other things, the Copyrights, Trademarks and the Patents (as such terms are defined in the IP Security Agreement).

WHEREAS, pursuant to the PrepAgent Security Agreement Supplement, PrepAgent has joined the Security Agreement as a Grantor and granted to the Agent a security interest in, among other things, the Copyrights, Trademarks and the Patents (as such terms are defined in the IP Security Agreement).

WHEREAS, PrepAgent wishes and Agent agrees to supplement Exhibits A, B, and C to the IP Security Agreement by adding: (i) the Copyrights (as such term is defined in the IP Security Agreement) listed on of Exhibit A attached hereto (the "Additional Copyrights"), (ii) the Patents (as such term is defined in the IP Security Agreement) listed on of Exhibit B attached hereto (the "Additional Patents"), and (iii) the Trademarks (as such term is defined in the IP Security Agreement) listed on of Exhibit C attached hereto (the "Additional Trademarks"; and, together with the Additional Copyrights and the Additional Patents, the "Additional IP").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A to the IP Security Agreement is hereby supplemented by adding the

Additional Copyrights.

2. Exhibit B to the IP Security Agreement is hereby supplemented by adding the Additional Patents.

3. Exhibit C to the IP Security Agreement is hereby supplemented by adding the Additional Trademarks.

4. PrepAgent hereby acknowledges, agrees and confirms that, by its execution of this Supplement and Joinder to Intellectual Property Security Agreement, it will be deemed to be a Grantor under the IP Security Agreement and shall have all of the obligations of a Grantor thereunder as if it had executed the IP Security Agreement.

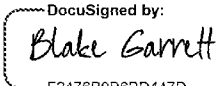
5. This Supplement and Joinder to Intellectual Property Security Agreement (i) is a Loan Document, (ii) may not be amended or waived except by an instrument in writing signed by all parties hereto, and (iii) may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Supplement and Joinder to Intellectual Property Security Agreement by telecopier, facsimile or other electronic transmission (including via email in .pdf format) shall be effective as delivery of a manually executed counterpart thereof.

6. This Supplement and Joinder to Intellectual Property Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature pages follow]

*IN WITNESS WHEREOF*, the parties have caused this Supplement and Joinder to Intellectual Property Security Agreement to be duly executed as of the date set forth above.

**PREPAGENT LLC**, a Washington limited liability company

By:   
Name: Blake Garrett  
Title: President and Secretary

Acknowledged and Accepted by:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent and Lead Arranger


By:   
Name: Eleftherios Karsos  
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

Serial Number	Registration Number	Mark	Filing Date	Registration Date
87431237	5349839	PREPAGENT	April 30, 2017	December 5, 2017