

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Episode Solutions, LLC		07/23/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BE ES I LLC, as Agent		
Street Address:	3 West Main Street, Suite 301		
Internal Address:	c/o Blue Elephant Capital Mgmt		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6279826	EPISODE SOLUTIONS	
Serial Number:	88156312	EPISODE NAVIGATOR	
Serial Number:	88390952	ECOMMERCIAL	
Registration Number:	6064682	FUSION5 SOLUTIONS	
Serial Number:	88390923	FUSION5 AI	
Serial Number:	88390926	FUSIONFACTOR	
Serial Number:	88390933	FUSION5FACTOR	
Serial Number:	88390960	FUSION5 ECARENAVIGATOR	
Registration Number:	6217416	EFUSION	
Registration Number:	6208455	FUSION5	
Registration Number:	6181197	FUSION5 HEALTHCARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Michael C. Hardy		
Address Line 1:	100 International Drive, Suite 700		
Address Line 2:	Duane Morris LLP		
TRADEMARK			

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Address Line 4:	Baltimore, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	G8250-00005
NAME OF SUBMITTER:	Michael C. Hardy
SIGNATURE:	/s/Michael C. Hardy
DATE SIGNED:	07/23/2021
Total Attachments: 3 source=06. Trademark Security Agreement#page1.tif source=06. Trademark Security Agreement#page2.tif source=06. Trademark Security Agreement#page3.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is entered into as of July 23, 2021, by Episode Solutions, LLC, a Tennessee limited liability company (“**Debtor**”), in favor of BE ES I LLC, a Delaware limited liability company (“**Agent**”), in its capacity as collateral agent and administrative agent for the Lenders (as defined below) under the Loan Agreement (as defined below).

RECITALS:

A. Pursuant to that certain Loan Agreement, dated as of the date hereof, by and among Debtor, the other “Borrowers” party thereto, the “Lenders” from time to time party thereto, and Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings provided in the Loan Agreement), Agent and Lenders have agreed to extend credit to Debtor and such other Borrowers, subject to the terms and conditions set forth therein.

B. Pursuant to that certain Security Agreement dated as of the date hereof, by and among Debtor, the other “Borrowers” party thereto, and Agent (the “**Security Agreement**”), Debtor has granted to Agent a security interest in all of its Collateral (as defined in the Security Agreement).

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor’s grant of a security interest to Agent in Debtor’s trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lenders to extend credit to Debtor and Holdco, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. **UCC Security Interest in Registered Trademarks.** As security for the Obligations, Debtor hereby grants to Agent a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the “**USPTO**”) and all goodwill and other Property associated therewith and all proceeds thereof.
2. **Recordation.** Debtor hereby authorizes Agent to record this Agreement with the USPTO.
3. **Other Agreements.** This Agreement is executed to supplement and further evidence the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity.

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

DEBTOR:

EPISODE SOLUTIONS, LLC

By: 

Name: Thomas Gallagher

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademarks owned of record by Episode Solutions, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
EPISODE SOLUTIONS	88/262,420	January 15, 2019	6,279,826	March 2, 2021
EPISODE NAVIGATOR	88/156,312	October 16, 2018	Not Yet Registered	Not Yet Registered
ECOMMERCIAL	88/390,952	April 18, 2019	Not Yet Registered	Not Yet Registered
FUSION5 SOLUTIONS	87/749,620	January 10, 2018	6,064,682	May 26, 2020
FUSION5 AI	88/390,923	April 18, 2019	Not Yet Registered	Not Yet Registered
FUSIONFACTOR	88/390,926	April 18, 2019	Not Yet Registered	Not Yet Registered
FUSION5FACTOR	88/390,933	April 18, 2019	Not Yet Registered	Not Yet Registered
FUSION5 ECARENAVIGATOR	88/390,960	April 18, 2019	Not Yet Registered	Not Yet Registered
EFUSION	88/366,299	April 1, 2019	6,217,416	December 8, 2020
FUSION5	88/390,982	April 18, 2019	6,208,455	December 1, 2020
FUSION5 HEALTHCARE SOLUTIONS	88/563,762	August 2, 2019	6,181,197	October 20, 2020