

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERITY LLC		12/23/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BSPC GP I, LLC		
Street Address:	204 SOUTH UNION STREET		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5270941	BROKERBALLOT	
Registration Number:	4939300	KNOBILITY	
Serial Number:	85752378	MACKEYRMS	
Registration Number:	6321092	DO MORE OF WHAT WORKS	
Serial Number:	90854238	VERITY	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	258904.000007		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/31/2021		

CH \$140.00 5270941

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

DECEMBER 23, 2021

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of the date hereof, among Verity LLC, a Massachusetts limited liability company ("Grantor") in favor of **BSCP GP I, LLC**, a Delaware limited liability company, as Agent (and any successor and assign thereto in such capacity, "Agent") for all of the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below) and this document shall constitute a "Collateral Document" thereunder.

RECITALS:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Agent, SmarterRMS Holdings, LLC, a Delaware limited liability company ("Holdings"), SmarterRMS, Inc., a Delaware corporation ("SmarterRMS"), Grantor, and each of the financial institutions party thereto from time to time (each a "Lender" and, collectively, the "Lenders"); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, 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 Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case, other than any Excluded Property:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(c) All patents and patent applications referred to in **Schedule 2** hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

(d) All copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and referred to in **Schedule 3** hereto, and all extensions and renewals thereof.

(e) All rights to recover for past or future infringement of any of the foregoing.

(f) All right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing.

(g) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

Section 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND AGENT EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, AGENT AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE

BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Loan Agreement.


Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan 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 Loan 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 Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

VERITY LLC

By: 
Name: Ross Sullivan
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007546 FRAME: 0961

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Verity LLC DBA VerityRMS	BROKERBALLOT	87317573	1/30/17	5270941	8/22/17	Registered
Verity, LLC	KNOBILITY	86683499	7/6/15	4939300	4/19/16	Registered
Verity, LLC	VERITYRMS	85752378	10/12/12	4349783	6/11/13	Registered
Verity, LLC	DO MORE OF WHAT WORKS	90133109	8/24/20	6321092	04/13/21	Application Submitted
Verity, LLC	Verity	90854238	07/28/21			Registered

SCHEDULE 2 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

None.

Schedule

SCHEDULE 3 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Copyrights Registered with the United States Copyright Office

None.

Schedule

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RECORDED: 12/31/2021

**TRADEMARK
REEL: 007546 FRAME: 0964**