

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPENDMEND LLC		03/01/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent		
Street Address:	299 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87205068	SPENDMEND	
Serial Number:	88345232	TURNKEY	
Serial Number:	88345270	TURNKEY PHARMACY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	03/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 1, 2022, (the "Trademark Security Agreement") by SpendMend LLC (individually, a "Grantor", and, collectively, the "Grantors"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), NORTH HAVEN SAINTS PARENT, LLC, a Delaware limited liability company, NORTH HAVEN SAINTS MERGER SUB, LLC a Delaware limited liability company, SPENDMEND HOLDINGS, LLC, a Delaware limited liability company ("Borrower"), the other Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the "Lenders") and the Administrative Agent; and

WHEREAS, the Grantors are party to a Security Agreement dated as of March 1, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the security interest granted under this Trademark Security Agreement shall automatically terminate, and the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

SPENDMEND LLC, as a Grantor



By: _____

Name: David Thompson

Title: Vice President

[Signature Page to Trademark Security Agreement]

VARAGON CAPITAL PARTNERS AGENT, LLC, as
Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member




By: _____

Name: Alex Cereste

Title: Principal

Schedule I
Trademark Registrations and Use Applications

Registrations:

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
SPENDMEND	87205068	10/17/16	5298101	9/26/17	Registered	SpendMend LLC
TURNKEY	88345232	3/18/19	6172382	10/13/2020	Registered	SpendMend LLC
	88345270	3/18/19	6172383	10/13/2020	Registered	SpendMend LLC

Applications:

None.

[Signature Page to Trademark Security Agreement]