

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank, N.A.		04/26/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HSS Security, LLC		
Street Address:	990 South Broadway		
Internal Address:	Suite 420		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4112584	ED-SAFE	
Registration Number:	5860118	EM SOLUTIONS	
Registration Number:	6506329	SPOTLIGHT	
Registration Number:	5258912	TEAM	
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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013546-0011		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	06/02/2022		

OP \$115.00 4112584

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT is entered into as of April 26, 2022, (this “Agreement”), among HSS Security, LLC, a Delaware limited liability company (the “Grantor”) and BMO Harris Bank, N.A. (“BMO”), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain ABL Pledge and Security Agreement, dated as of April 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in that certain ABL Credit Agreement, dated as of April 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Tarian Intermediate Holdings, LLC, a Delaware limited liability company, Tarian OpCo Holdings, LLC, a Delaware limited liability company (the “Administrative Borrower”), Tarian Group, LLC, a Delaware limited liability company (“Tarian Group”), Tarian Services, LLC, a Delaware limited liability company (“Tarian Services”), RSIG Security, LLC, a Delaware limited liability company (“RSIG”), HSS Security, LLC, a Delaware limited liability company (“HSS”), Health Care Security Services of California, LLC, a California limited liability company (together with the Administrative Borrower, Tarian Group, Tarian Services, RSIG, HSS and each Additional Borrower from time to time party thereto, collectively, the “Borrowers” and each, a “Borrower”), the lenders and issuing banks from time to time party thereto (the “ABL Lenders”) and BMO, as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom

under applicable Requirements of Law;

all reissues, divisionals, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

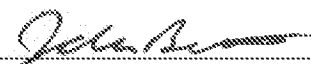
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

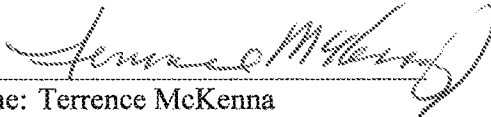
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HSS SECURITY, LLC

By: 
Name: John Butler
Title: Treasurer

BMO HARRIS BANK, N.A.,
as the Collateral Agent

By: 
Name: Terrence McKenna
Title: Authorized Signatory

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007740 FRAME: 0916

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
HSS Security, LLC (f/k/a HSS, Inc.)	4,112,584	ED-SAFE
HSS Security, LLC (f/k/a HSS, Inc.)	5,860,118	EM SOLUTIONS
HSS Security, LLC (f/k/a HSS, Inc.)	6506329	SPOTLIGHT
HSS Security, LLC (f/k/a HSS, Inc.)	5,258,912	TEAM

TRADEMARK APPLICATIONS

None.