

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelvio, LLC (f/k/a Phlebotomy Training Specialists (USA), LLC)		03/31/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine III (SBIC) LP, as Collateral Agent		
Street Address:	500th 5th Ave 47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97805074	I INTELVIO	
Serial Number:	97805068	INTELVIO	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
	<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:	7043311000		
Email:	christinaquinn@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	048925.000002		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/31/2023		
Total Attachments: 6			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT, DATED AS OF MARCH 31, 2023, BY SUBORDINATED AGENT, AS SUBORDINATED AGENT, IN FAVOR OF BYLINE BANK, AS SENIOR AGENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of March 31, 2023 is made by the entity listed on the signature page hereof (“*Grantor*”), in favor of **GRAYCLIFF MEZZANINE III (SBIC) LP**, as the collateral agent (the “*Collateral Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, EDEN PTS DEBT MERGER SUB LLC, a Delaware limited liability company, as the initial borrower (“*Initial Borrower*”), and immediately upon consummation of the PTS Acquisition and the PTS Merger, **INTELVIO, LLC (f/k/a PHLEBOTOMY TRAINING SPECIALISTS (USA), LLC)**, a Utah limited liability company (“*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **INTELVIO INTERMEDIATE, LLC**, a Delaware limited liability company (“*Parent*”), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, Initial Borrower, Borrower, Parent, and the other Grantors party thereto from time to time are party to that certain Security Agreement of even date herewith in favor of the Collateral Agent on behalf of itself and the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) pursuant to which Grantor and certain other grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Trademark Security Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Trademark Security Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Collateral Agent and grants to the Collateral Agent, for the benefit of Collateral Agent and the Lenders, a continuing first priority security interest (subject only to Liens expressly permitted under Section 7.2 of the Credit Agreement) in and to all of Grantor’s rights in and to (a) the Trademarks, including the Trademark registrations and Trademark applications listed on Exhibit A attached hereto, (b) the goodwill of the businesses with which such Trademarks, including the Trademark registrations and Trademark applications are associated, and (c) all Proceeds and products of the foregoing, including all rights to sue and recover at law or in equity for any

past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing (the "**Trademark Collateral**") now or hereafter owned or acquired by Grantor or in which Grantor now has or hereafter has or acquires any rights, wherever located. Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks, including the Trademark registrations and Trademark applications listed on Exhibit A attached hereto. This Trademark Security Agreement is not to be construed as an assignment of any trademark or trademark application. For the avoidance of doubt, the Trademark Collateral shall exclude any intent to use application for a trademark if any such intent to use application for a trademark would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such trademark

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable**. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. **Incorporation by Reference**. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the 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.

SECTION 6. **Counterparts**. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 7. **Governing Law**. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.**

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INTELVIO, LLC (f/k/a PHLEBOTOMY
TRAINING SPECIALISTS (USA), LLC),**
a Utah limited liability company, as Grantor

By: _____

Name: Dina Said Dwyer

Title: Acting Chair

Signature Page to Trademark Security Agreement

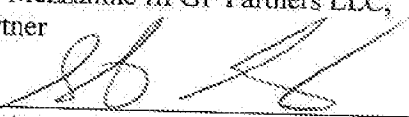
**TRADEMARK
REEL: 008029 FRAME: 0126**

Accepted:

GRAYCLIFF MEZZANINE III (SBIC) LP,
as Collateral Agent

By: Graycliff Mezzanine III GP LP,
its general partner

By: Graycliff Mezzanine III GP Partners LLC,
its general partner


By: 
Name: Steven Schaefer
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008029 FRAME: 0127

EXHIBIT A

Trademarks/Trademark Applications

Mark	Status	Reg. No./App. No./App.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
<p>INTEL VIO and Design*</p> 	<p>Filed</p>	<p>Filed: February 21, 2023</p>	<p>Serial No.: 97-805074</p>	<p>Intelvio, LLC</p>	<p>US</p>	<p>Int'l Class(es): 41 (U.S. Class: 100, 101, 107) Educational services, namely, providing medical training, teaching and certification in phlebotomy, electrocardiogram, pharmacy technician and certified nurse aid; educational services, namely, providing online courses of instruction at the college level and distribution of course material in connection therewith; providing training for certification in the field of phlebotomy, electrocardiogram, pharmacy technician and certified nurse aid; medical training and teaching, namely, phlebotomy training and teaching, electrocardiogram training and teaching, pharmacy technician training and teaching, certified nurse aid training and teaching</p>

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
INTELVIO*	Filed	Filed: February 21, 2023	Serial No.: 97-805068	Intelvio, LLC	US	Int'l Class(es): 41 (U.S. Class: 100, 101, 107) Educational services, namely, providing medical training, teaching and certification in phlebotomy, electrocardiogram, pharmacy technician and certified nurse aid; educational services, namely, providing online courses of instruction at the college level and distribution of course material in connection therewith; providing training for certification in the field of phlebotomy, electrocardiogram, pharmacy technician and certified nurse aid; medical training and teaching, namely, phlebotomy training and teaching, electrocardiogram training and teaching, pharmacy technician training and teaching, certified nurse aid training and teaching

* Indicates that a listing for an intent to use application for a trademark shall be deemed Excluded Collateral if any such intent to use application for a trademark would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such trademark