

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI141222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avant Healthcare Marketing, L.L.C.		03/29/2024	Limited Liability Company: DELAWARE
Avail Services, L.L.C.		03/29/2024	Limited Liability Company: DELAWARE
DWA Healthcare Communications Group, L.L.C.		03/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Antares Capital LP, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98425487	AVANTHC	
<b>Registration Number:</b>	5412301	AVANT HEALTHCARE	
<b>Registration Number:</b>	5383533	AVANT HEALTHCARE	
<b>Registration Number:</b>	5652456	AVANT HEALTHCARE	
<b>Registration Number:</b>	5259717	AVAIL	
<b>Registration Number:</b>	5259718	AV AVAIL	
<b>Registration Number:</b>	5071205	NCOMPASS SPEAKER BUREAU	
<b>Registration Number:</b>	5071211	NCONTROL CONTENT MANAGEMENT	
<b>Registration Number:</b>	5418296	NPROGRESS	
<b>Registration Number:</b>	5418295	NPROGRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(213)620-7848		

CH \$265.00.00 98425487

**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, Suite 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1182293-0011-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** Justine Lu

**DATE SIGNED:** 04/17/2024

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **Avant Healthcare Marketing, L.L.C.**, a Delaware limited liability company, **Avail Services, L.L.C.**, a Delaware limited liability company, and **DWA Healthcare Communications Group, L.L.C.**, a Delaware limited liability company (each “**Grantor**” and, collectively, the “**Grantors**”) in favor of **Antares Capital LP**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of June 12, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees 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.

**SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of each Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and all renewals and extensions thereof,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and products of the foregoing, including, without limitation, all income, license fees, profits, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each 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.

**AVANT HEALTHCARE MARKETING, L.L.C.,**  
as a Grantor

By: *Craig Abolt*  
Name: Craig Abolt  
Title: Treasurer

**AVAIL SERVICES, L.L.C.,**  
as a Grantor

By: *Craig Abolt*  
Name: Craig Abolt  
Title: Treasurer

**DWA HEALTHCARE COMMUNICATIONS  
GROUP, L.L.C.,**  
as a Grantor

By: *Craig Abolt*  
Name: Craig Abolt  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008402 FRAME: 0704**

**ACCEPTED AND ACKNOWLEDGED BY:**

ANTARES CAPITAL LP,  
as Administrative Agent and Collateral Agent

By:  \_\_\_\_\_

Name: Steve Heise

Title: Duly Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Avant Healthcare Marketing, L.L.C.	Avant Healthcare	5,412,301	2/27/2018
Avant Healthcare Marketing, L.L.C.	Avant Healthcare	5,383,533	1/23/2018
Avant Healthcare Marketing, L.L.C.	Avant Healthcare	5,652,456	1/15/2019
Avail Services, Inc. <sup>1</sup>	Avail	5,259,717	8/08/2017
Avail Services, Inc.	AV Avail (design)	5,259,718	8/08/2017
Deborah Wood Associates, Inc. <sup>2</sup>	Ncompass Speaker Bureau	5,071,205	11/1/2016
Deborah Wood Associates, Inc.	Ncontrol Content Management	5,071,211	11/1/2016
Deborah Wood Associates, Inc.	Nprogress	5,418,296	03/06/2018
Deborah Wood Associates, Inc.	Nprogress design	5,418,295	03/06/2018

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>App. Date</b>
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<sup>1</sup> Prior name of Avail Services, L.L.C.

<sup>2</sup> Prior name of DWA Healthcare Communications Group, L.L.C.

Avant Healthcare Marketing, L.L.C.	AVANTHC	98425487	2/28/2024
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