

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI192542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One, Inc. Software Corporation		04/25/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, as Administrative Agent		
Street Address:	53 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5940447	CLAIMSCARD	
Registration Number:	5686697	CLAIMSPAY	
Registration Number:	5887364	CLAIMSPAY	
Registration Number:	5354570	CONTACTONE	
Registration Number:	7221676	ONE INC	
Registration Number:	6564002	PREMIUMPAY	
Registration Number:	5598732	TRUE SAAS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	074957-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$190.00.00 88507687

SIGNATURE:	Rhonda DeLeon
DATE SIGNED:	04/25/2024
Total Attachments: 7 source=Project Uno - Intellectual Property Security Agreement Executed#page1.tif source=Project Uno - Intellectual Property Security Agreement Executed#page2.tif source=Project Uno - Intellectual Property Security Agreement Executed#page3.tif source=Project Uno - Intellectual Property Security Agreement Executed#page4.tif source=Project Uno - Intellectual Property Security Agreement Executed#page5.tif source=Project Uno - Intellectual Property Security Agreement Executed#page6.tif source=Project Uno - Intellectual Property Security Agreement Executed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of April 25, 2024 (the “*Intellectual Property Security Agreement*”), is made by ONE INC. SOFTWARE CORPORATION, a Delaware corporation, INVENGER TECHNOLOGIES, INC., a Delaware corporation, and ONE, INC., a Nevada corporation (each, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY, as administrative agent (together with its permitted successors, in such capacity, the “*Administrative Agent*”) for the banks and other financial institutions or entities (each a “*Lender*” and, collectively, the “*Lenders*”) from time to time parties to that certain Credit Agreement, dated as of April 25, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among GH PAY BUYER, INC., a Delaware corporation (“*Holdings*”), the Borrower, the Lenders from time to time parties thereto and the Administrative Agent.

RECITALS

The Administrative Agent and the Lenders have agreed to make certain advances of money and to extend credit to Borrower (the “*Loans*”) in the amounts and manner set forth in the Credit Agreement. The Administrative Agent and the Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that each Grantor shall grant to the Administrative Agent a security interest in certain Intellectual Property to secure the Obligations of such Grantor under the Credit Agreement and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

Pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has granted to Administrative Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and the Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and the other Loan Documents and to further evidence the security interest granted by each Grantor thereunder, such Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in certain Intellectual Property (including without limitation the Intellectual Property listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and

remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event that any of the provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern

Upon the Discharge of Obligations, the security interest in all of the Grantors' right, title and interest in their respective Intellectual Property shall be automatically released, this Intellectual Property Security Agreement shall terminate, and all obligations (other than those expressly stated to survive such termination pursuant to the Loan Documents) of the Grantors to the Administrative Agent hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of the Grantors following any such termination, the Administrative Agent shall deliver such documents as the Grantors shall reasonably request to evidence such termination.


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE GUARANTEE AND COLLATERAL AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTION 8.12 OF THE GUARANTEE AND COLLATERAL AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

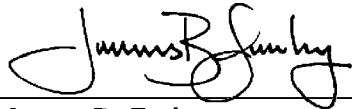
GRANTOR:

ONE, INC. SOFTWARE CORPORATION
ONE, INC.
INVENGER TECHNOLOGIES, INC.

By 
Name: Ian Drysdale
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST
COMPANY

By: _____

Name: James B. Farley

Title: Senior Vice President

EXHIBIT A

Registered Copyrights

None.

Pending Copyright Applications

None.

Material Registered Copyrights and Pending Copyright Applications Exclusively Licensed

None.

EXHIBIT B

Issued Patents

None.

Pending Patent Applications

None.

Material Issued Patents and Pending Patent Applications Exclusively Licensed

None.

EXHIBIT C

Registered U.S. Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
Invenger Technologies, Inc.	6027921	April 7, 2020	INSURCOLLECT
One, Inc.	3969058	May 31, 2011	DATAONE
One, Inc.	4289012	February 12, 2013	PROCESSONE
One, Inc. Software Corporation	5940447	December 17, 2019	CLAIMSCARD
One, Inc. Software Corporation	5686697	February 26, 2019	CLAIMSPAY
One, Inc. Software Corporation	5887364	October 15, 2019	CLAIMSPAY
One, Inc. Software Corporation	5354570	December 12, 2017	CONTACTONE
One, Inc. Software Corporation	7221676	November 21, 2023	ONE INC
One, Inc. Software Corporation	6564002	November 16, 2021	PREMIUMPAY
One, Inc. Software Corporation	5598732	November 6, 2018	TRUE SAAS

Pending Trademark Applications

None.

Material Registered Trademarks and Pending Trademark Applications Exclusively Licensed

None.