

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zyter, Inc.		01/15/2021	Corporation: DELAWARE
Casenet, LLC		01/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	87669644	SMART ENGAGEMENTS FOR BETTER HEALTHCAREO
Serial Number:	87669640	SMART ENGAGEMENTS FOR BETTER OUTCOMES
Registration Number:	5771683	THE ULTIMATE CONNECTED PLATFORM
Serial Number:	87669637	THE ULTIMATE CONNECTION PLATFORM
Serial Number:	88401602	THE ULTIMATE USER EXPERIENCE LEVERAGING
Registration Number:	5199124	ZYTER
Registration Number:	5199125	ZZ ZYTER
Serial Number:	87584486	ZYTERFINANCE
Registration Number:	5437092	ZYTERHEALTH
Serial Number:	90285062	ZYTERHOME
Registration Number:	3465121	CASENET
Registration Number:	4910308	DIFFERENTIAL CARE MANAGEMENT
Registration Number:	3825845	TRUCARE
Registration Number:	4494453	TRUCARE ACTIONS
Registration Number:	4528381	TRUCARE CONNECT
Registration Number:	5120014	TRUCARE HOME AND COMMUNITY SERVICES
Registration Number:	5347019	TRUCARE LINX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4573581	TRUCARE MOBILE
Registration Number:	5943635	TRUCARE PROAUTH
Registration Number:	4494930	TRUCARE REMOTE
Registration Number:	6127583	TRUCARE REPORTING
Serial Number:	88463768	TRUCARE CLOUD
Serial Number:	88915857	TRUCARE INSIGHTS

CORRESPONDENCE DATA

Fax Number: 2158325619
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.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-01815 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01815
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/15/2021

Total Attachments: 8
source=AR - Amend 5 - Trademark Security Agreement (PNC-Infinite)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of this 15th day of January 2021, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, “**Grantors**” and each individually “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the below-defined Lenders (PNC, in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that Amended and Restated Revolving Credit and Security Agreement, dated October 3, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Infinite Computer Solutions, Inc., a Delaware corporation (“**Infinite**”), Infinite Convergence Solutions, Inc., a Delaware corporation (“**Convergence**”), Vefed Carenet LLC, a Delaware corporation (“**Vefed Carenet**”), Zyter, Inc., a Delaware corporation (“**Zyter**”), Casenet, LLC, a Delaware limited liability company (“**Casenet**”, together with Infinite, Convergence, Vefed Carenet, Zyter, and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the “**Borrowers**”, and each a “**Borrower**”), the financial institutions which are now or which hereafter become a party hereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark registrations, and trademark applications referred to on Schedule I attached hereto all renewals, extensions and continuations of any of the foregoing (collectively, “**Trademarks**”), and licenses to which such Grantor is a party for any of the foregoing (each such license, a “**License**”), and all goodwill associated therewith;

(b) the right to use any of the foregoing;

(c) all substitutes, extensions or renewals of and improvements on the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

5. REGISTRATION/FILING. The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the “**USPTO**”).

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a “**New Agreement**”) listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor’s acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 7 below, after the occurrence and during the continuance of an Event of Default, to execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.

7. POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor a New Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. General Terms and Conditions. This Agreement is a Loan Document. Section 12.3 [Jury Waiver], Section 16.1 [Governing Law], Section 16.5 [Indemnity] and Section 16.9 [Expenses] of the Credit Agreement are hereby incorporated herein, *mutatis mutandi*.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTORS:

ZYTER, INC.

By: 

Name: Ashoka Tankala

Title: Vice President

CASENET, LLC 

By: _____


Name: Lakshmi Narayana Babu

Title: Authorized Person

Signature Page to Trademark Security Agreement

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Lauren Tayag
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007201 FRAME: 0066

SCHEDULE I
to
Trademark Security Agreement

See attached.

ZYTER, INC.

Owner	Country	Trademark	Design/logo (if applicable)	Application No.	Application Date	Registration No.	Registration Date	Owner
Zyter, LLC	India	SMART ENGAGEMENTS FOR BETTER HEALTHCARE OUTCOMES		3673591	Nov 9 2017	3673591	Nov 9 2017	Zyter, LLC
Zyter, LLC	India	SMART ENGAGEMENTS FOR BETTER OUTCOMES		3673592	Nov 9 2017			Zyter, LLC
Zyter, LLC	India	THE ULTIMATE CONNECTED PLATFORM		3860116	Jun 14 2018			Zyter, LLC
Zyter, LLC	India	THE ULTIMATE CONNECTION PLATFORM		3673590	Nov 9 2017			Zyter, LLC
Zyter, Inc.	India	THE ULTIMATE USER EXPERIENCE						
Zyter, LLC	India	LEVERAGING THE POWER OF YOUR CONNECTED ENTERPRISE.		4162044	Apr 30 2019			Zyter, Inc.
Zyter, LLC	India	CONNECTED ENTERPRISE.		3379383	Oct 3 2016	3379383	Feb 5 2020	Zyter, LLC
Zyter, LLC	India	ZYTER		3379384	Oct 3 2016	3379384	Feb 5 2020	Zyter, LLC
Zyter, LLC	India	ZYTER and Design		3715151	Dec 29 2017	3715151	Jul 3 2018	Zyter, LLC
Zyter, LLC	India	ZYTERFINANCE		3715150	Dec 29 2017	3715150	Jul 3 2018	Zyter, LLC
Zyter, LLC	India	ZYTERHEALTH						
Zyter, LLC	United States of America	SMART ENGAGEMENTS FOR BETTER HEALTHCARE OUTCOMES		87669644	Nov 2 2017	5746544	May 7 2019	Zyter, LLC
Zyter, LLC	United States of America	SMART ENGAGEMENTS FOR BETTER OUTCOMES		87669640	Nov 2 2017			Zyter, LLC
Zyter, LLC	United States of America	THE ULTIMATE CONNECTED PLATFORM		87952701	Jun 7 2018	5771683	Jun 4 2019	Zyter, LLC
Zyter, LLC	United States of America	THE ULTIMATE CONNECTION PLATFORM		87669637	Nov 2 2017			Zyter, LLC
Zyter, Inc.	United States of America	THE ULTIMATE USER EXPERIENCE						
Zyter, Inc.	United States of America	LEVERAGING THE POWER OF YOUR CONNECTED ENTERPRISE.		88401602	Apr 25 2019			Zyter, Inc.
Zyter, LLC	United States of America	ZYTER		87182690	Sep 26 2016	5199124	May 9 2017	Zyter, LLC
Zyter, LLC	United States of America	ZYTER and Design		87182692	Sep 26 2016	5199125	May 9 2017	Zyter, LLC
Zyter, LLC	United States of America	ZYTERFINANCE		87584486	Aug 25 2017			Zyter, LLC
Zyter, LLC	United States of America	ZYTERHEALTH		87584482	Aug 25 2017	5437092	Apr 3 2018	Zyter, LLC
Zyter, Inc.	United States of America	ZYTERHOME		90285062	Oct 28 2020			Zyter, Inc.



CASENET, LLC

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Record Owners
CaseNET®	US Federal	77023334	10/17/06	3465121	7/15/08	Registered	Casenet
Differential Care Management®	US Federal	86520177	1/30/15	4910308	3/1/16	Registered (Supplemental Register)	Casenet
TruCare®	US Federal	77589343	10/9/08	3825845	7/27/10	Registered	Casenet
TruCare Actions®	US Federal	86008876	7/12/13	4494453	3/11/14	Registered	Casenet
TruCare Connect®	US Federal	86008983	7/12/13	4528381	5/13/14	Registered	Casenet
TruCare Home and Community Services®	US Federal	86521120	2/2/15	5120014	1/10/17	Registered	Casenet
TruCare Linx®	US Federal	86945843	3/18/16	5347019	11/28/17	Registered	Casenet
TruCare Mobile®	US Federal	86009050	7/12/13	4573581	7/22/14	Registered	Casenet
TruCare ProAuth®	US Federal	88464629	6/7/19	5943635	12/24/19	Registered	Casenet
TruCare Remote®	US Federal	86031294	8/7/13	4494930	3/11/14	Registered	Casenet
TruCare Reporting®	US Federal	88464552	6/7/19	6127583	8/18/20	Registered	Casenet
TruCare Cloud	US Federal	88463768	6/7/19	N/A	N/A	LIVE/APPLICATION/ Published for Opposition*	Casenet
TrueCare Insights	US Federal	88915857	5/14/2020	N/A	N/A	LIVE/APPLICATION/ Under Examination**	Casenet