

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648010

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avasure Holdings, Inc.		05/19/2021	Corporation: MICHIGAN
Avasure, LLC		05/19/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as administrative agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5829233	AVACARE	
<b>Registration Number:</b>	5093776	AVASURE	
<b>Registration Number:</b>	5093777	AVASYS	
<b>Registration Number:</b>	4595428	TELESITTER	
<b>Registration Number:</b>	6309973	AVASURE GUARDIAN	
<b>Registration Number:</b>	5334728	ORNA	
<b>Registration Number:</b>	5481871	AVXCEL	
<b>Registration Number:</b>	5487217	ORNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	214338-591		

CH \$215.00 5829233

<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	05/19/2021
<b>Total Attachments: 5</b> source=[executed] madison avasure trademark security agreement final 2021#page1.tif source=[executed] madison avasure trademark security agreement final 2021#page2.tif source=[executed] madison avasure trademark security agreement final 2021#page3.tif source=[executed] madison avasure trademark security agreement final 2021#page4.tif source=[executed] madison avasure trademark security agreement final 2021#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this "Agreement"), dated as May 19, 2021, is made by each Grantor (as identified below), in favor of Madison Capital Funding LLC, as the Administrative Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Administrative Agent").

**WHEREAS**, AvaSure Holdings, Inc., a Delaware corporation (as successor by conversion to AvaSure Holdings, Inc., a Michigan corporation and AvaSure, LLC, a Michigan limited liability company (each a "Grantor"), owns the Trademark Collateral (as defined below); and

**WHEREAS**, each Grantor is party to that certain Security Agreement dated as of May 19, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), by and among each Grantor, the other grantors party thereto and the Administrative Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Administrative Agent pursuant to the Security Agreement, each Grantor hereby grants to the Administrative Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

- (i) all of such Grantor's Trademarks, which shall include, without limitation all Trademarks set forth on Schedule A annexed hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of such Grantor's business connected with the use of, and symbolized by each such Trademark;
- (iv) all income, proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (v) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any Excluded Assets (including, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect

thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any Loan Document shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[The remainder of this page is intentionally left blank.]

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

AVASURE HOLDINGS, INC.  
AVASURE, LLC

By: Brad Playford  
Name: Brad Playford  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007298 FRAME: 0674**

Accepted and Agreed:

**MADISON CAPITAL FUNDING LLC,**  
as Administrative Agent

By: 

\_\_\_\_\_  
Name: Curtis Krumreich

Title: Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Avasure Holdings, Inc.	AVACARE	5829233	8/6/2019
Avasure Holdings, Inc.	AVASURE	5093776	12/6/2016
Avasure Holdings, Inc.	AVASYS	5093777	12/6/2016
Avasure Holdings, Inc.	TELESITTER	4595428	9/2/2014
AvaSure, LLC	AVASURE GUARDIAN	6309973	3/30/2021
AvaSure, LLC	ORNA	5334728	11/14/2017
AvaSure, LLC	AVXCEL	5481871	5/29/2018
AvaSure, LLC	ORNA	5487217	6/5/2018