

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
irth Solutions LLC		12/22/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5835275	IRTH WORKSPACE	
Registration Number:	5449246	IRTH UTILISPHERE	
Registration Number:	4939842	IS IRTHSOLUTIONS	
Registration Number:	4306519	UTILISPHERE	
Registration Number:	3421270	IRTH SOLUTIONS	
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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	062108-0009		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/22/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2021, by irth Solutions LLC, an Ohio limited liability company (the “**Grantor**”), in favor of Alter Domus (US) LLC, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor (the “**Trademark Collateral**”):

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing 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, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon

the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors all documents, instruments, make all filings, and take all other actions reasonably requested by such Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.


SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

IRTH SOLUTIONS LLC

By: *Joseph Pardi*
Name: Joseph Pardi
Title: Chief Financial Officer

ALTER DOMUS (US) LLC, as Collateral Agent

By: 

Name:

Title:

Matthew Trybula
Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007539 FRAME: 0663

**Schedule I
to Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Current Owner of Record
IRTH WORKSPACE	87464051	25-MAY-2017	5835275	13-AUG-2019	IRTH SOLUTIONS LLC
IRTH UTILISPHERE	87136974	12-AUG-2016	5449246	17-APR-2018	IRTH SOLUTIONS LLC
IS IRTHSOLUTIONS 	86689652	10-JUL-2015	4939842	19-APR-2016	IRTH SOLUTIONS, LLC
UTILISPHERE	85535191	06-FEB-2012	4306519	19-MAR-2013	IRTH SOLUTIONS LLC
IRTH SOLUTIONS	77066246	18-DEC-2006	3421270	06-MAY-2008	IRTH SOLUTIONS LLC

2. Trademark Applications

None.