

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698102

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|---|--------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Veracross LLC | | 12/28/2021 | Limited Liability Company: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | AB Private Credit Investors LLC | | |
| Street Address: | 405 Colorado Street | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3727910 | VERACROSS | |
| Registration Number: | 3727911 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 704-444-1124 | | |
| Email: | elaine.hunt@alston.com | | |
| Correspondent Name: | Michele M. Glessner | | |
| Address Line 1: | Alston & Bird LLP | | |
| Address Line 2: | 101 South Tryon Street, Suite 4000 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28280-4000 | | |
| NAME OF SUBMITTER: | Elaine B. Hunt | | |
| SIGNATURE: | /Elaine B. Hunt/ | | |
| DATE SIGNED: | 12/28/2021 | | |
| Total Attachments: 4 | | | |
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| source=veracross llc to ab private credit investors 571976#page2.tif | | | |
| source=veracross llc to ab private credit investors 571976#page3.tif | | | |

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 28, 2021 (this “**Trademark Security Agreement**”), is made by Veracross LLC, a Massachusetts limited liability company (the “**Grantor**”) in favor of AB Private Credit Investors LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of December 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Veracross Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the Grantor, the Lenders (as defined therein) and the Agent, as agent for all Lenders (including for itself as a Lender).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of the Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of the Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Miscellaneous. The terms of Sections 10.12 (Counterparts), 10.16 (Governing Law), 10.17 (Forum Selection; Consent to Jurisdiction) and 10.18 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

VERACROSS LLC

By: 

Name: Andrew Smedira

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007543 FRAME: 0460


AGREED AND ACCEPTED
as of the date first written above:

AB PRIVATE CREDIT INVESTORS LLC
as Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

| Grantor | Mark | Registration No. | Registration Date |
|----------------|---|-------------------------|--------------------------|
| Veracross LLC | VERACROSS | 3,727,910 | December 22, 2009 |
| Veracross LLC | Image only  | 3,727,911 | December 22, 2009 |