

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASEWORTHY, INC.		05/18/2022	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5442373	CASEWORTHY	
Serial Number:	97056719	CW CASEWORTHY	
Serial Number:	97056851	CASEBUDDY BY CASEWORTHY	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	49970-5		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	05/25/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2022, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Alter Domus (US) LLC, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

W I T N E S S E T H :

WHEREAS, VEDA INTERMEDIATE, LLC, a Delaware limited liability company, as a Guarantor, (the “*Parent*”), CASEWORTHY, INC., a Utah corporation, as Borrower, (the “*Borrower*”), effective immediately upon and following consummation of the Closing Date Acquisition, ACCESSIBLE SOLUTIONS, LLC, a Florida limited liability company, as a Guarantor (“*ASF*”), the Subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Alter Domus (US) LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of the date hereof in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), 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 Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each instance, excluding the Excluded Collateral (the “*Trademark Collateral*”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and subject to the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

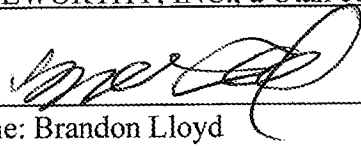
Section 5. Governing Law.

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 LAW OF THE STATE OF NEW YORK. In addition, the provisions of Sections 8.6, 8.7, 8.8 and 8.11 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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.

CASEWORTHY, INC., a Utah corporation

By:  _____

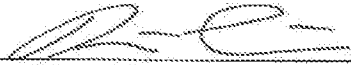
Name: Brandon Lloyd

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED:

ALTER DOMUS (US) LLC, as Collateral Agent

By:  _____




Name: Pinja Chiu

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Ser. No. / Filing Date	Reg. No. / Reg. Date
 CaseWorthy	US	87507037 June 27, 2017	5442373 April 10, 2018
 CaseWorthy	US	97056719 October 1, 2021	Pending
 CaseBuddy <small>by CaseWorthy</small>	US	97056851 October 1, 2021	Pending