

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534708

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900504724

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitech Systems Sub LLC	FORMERLY Vitech Systems Group, Inc.	07/01/2019	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent and Collateral Agent
Street Address:	Three World Financial Center, 200 Vesey Street
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5411437	V3
Registration Number:	5411438	VITECH
Registration Number:	4609883	VITECH
Registration Number:	4609884	V3
Registration Number:	4710797	V3 SYSTEM
Registration Number:	4662463	VITECH V3
Registration Number:	4586304	GREAT SOFTWARE GREAT SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1102692
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	08/01/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of July 1, 2019, by **VITECH SYSTEMS SUB LLC** (f/k/a Vitech Systems Group, Inc.) (the “**Grantor**”), in favor of **ROYAL BANK OF CANADA**, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of July 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees 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 meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case, to the extent a security interest is granted therein pursuant to the Security Agreement (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, whether registered or unregistered, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;

- (c) all claims for, and rights to sue for, past, present and future infringements of any of the foregoing; and
- (d) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

SECTION 3. 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 Grantor hereby acknowledges and affirms 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 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

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.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the 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.

VITECH SYSTEMS SUB LLC,
as a Grantor

By: 
Name: Frank Virello
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006714 FRAME: 0589

Accepted and Agreed:
ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

TRADEMARK

REEL: 006714 FRAME: 0590

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
V3	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	87516834	05-JUL-2017	5411437	27-FEB-2018
VITECH	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	87516872	05-JUL-2017	5411438	27-FEB-2018
VITECH	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	86236791	31-MAR-2014	4609883	23-SEP-2014
V3	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	86236843	31-MAR-2014	4609884	23-SEP-2014
V3 SYSTEM	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	86236854	31-MAR-2014	4710797	31-MAR-2015
VITECH V3	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	86236861	31-MAR-2014	4662463	30-DEC-2014
GREAT SOFTWARE GREAT SOLUTIONS	Vitech Systems Sub LLC (f/k/a Vitech Systems Group, Inc.)	86200732	21-FEB-2014	4586304	12-AUG-2014