

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kite NewCo, LLC		07/31/2020	Limited Liability Company: DELAWARE
Syntellis Performance Solutions, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Collateral Agent		
Street Address:	500 First Avenue, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5669441	AXIOM SOFTWARE	
Registration Number:	5669442	AXIOM	
Registration Number:	4866086	KREG INFORMATION SYSTEMS	
Registration Number:	4921910	ENTERPRISEVISION	
Registration Number:	4866061	KREG INFORMATION SYSTEMS	
Registration Number:	4065062	AXIOM EPM	
Registration Number:	3391682	ENUFF SOFTWARE SUITE	
Registration Number:	3388737	ENUFF MARKET ADVISOR	
Registration Number:	3388738	ENUFF BUDGET ADVISOR	
Registration Number:	3347460	CAPITAL ADVISOR	
Registration Number:	3347461	HOSPITAL ADVISOR	
Registration Number:	3347462	ENUFF	
Registration Number:	3351303	ENUFF SOFTWARE SUITE	
Registration Number:	3351304	ENUFF MARKET ADVISOR	
Registration Number:	3351305	ENUFF BUDGET ADVISOR	
Registration Number:	2765875	PHYSICIAN ADVISOR	
Registration Number:	1534120	ENUFF	

OP \$440.00 5669441

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3128637867*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:** 312-863-7267**Email:** jaclyn.di.grande@goldbergkohn.com**Correspondent Name:** Jaclyn Di Grande - Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 E Monroe St., Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4033.180
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/06/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of PNC Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, Kite NewCo, LLC, Syntellis Performance Solutions, LLC and certain other Grantors are party to the Security Agreement, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this 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 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each 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 right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 and acceptance thereof by the USPTO, 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties 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 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

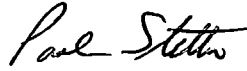
SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

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.

KITE NEWCO, LLC,
a Delaware limited liability company

By: 
Name: Paul Stettin
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007016 FRAME: 0677

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.

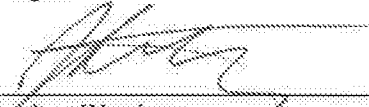
SYNTELLIS PERFORMANCE SOLUTIONS, LLC,
a Delaware limited liability company

By: Paul Stettin
Name: Paul Stettin
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007016 FRAME: 0678


PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent




By: 
Name: Jonathan Westberg
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Current Owner of Record
SYNTELLIS	US	88890846	28-APR-2020	PENDING INTENT TO USE	PENDING INTENT TO USE	Kite NewCo, LLC
SYNTELLIS PERFORMANCE SOLUTIONS	US	88890859	28-APR-2020	PENDING INTENT TO USE	PENDING INTENT TO USE	Kite NewCo, LLC
CLARENT	US	88890864	28-APR-2020	PENDING INTENT TO USE	PENDING INTENT TO USE	Kite NewCo, LLC
CLARENT PERFORMANCE SOLUTIONS	US	88890869	28-APR-2020	PENDING INTENT TO USE	PENDING INTENT TO USE	Kite NewCo, LLC
AXIOM SOFTWARE	US	87949819	05-JUN-2018	5669441	05-FEB-2019	Syntellis Performance Solutions, LLC
AXIOM	US	87949823	05-JUN-2018	5669442	05-FEB-2019	Syntellis Performance Solutions, LLC
KREG INFORMATION SYSTEMS and Design 	US	86601438	17-APR-2015	4866086	08-DEC-2015	Syntellis Performance Solutions, LLC

ENTERPRISEVISION	US	86600359	16-APR-2015	4921910	22-MAR-2016	Syntellis Performance Solutions, LLC
KREG INFORMATION SYSTEMS	US	86600361	16-APR-2015	4866061	08-DEC-2015	Syntellis Performance Solutions, LLC
AXIOM EPM	US	77724841	29-APR-2009	4065062	06-DEC-2011	Syntellis Performance Solutions, LLC
ENUFF SOFTWARE SUITE	US	77239546	26-JUL-2007	3391682	04-MAR-2008	Syntellis Performance Solutions, LLC
ENUFF MARKET ADVISOR	US	77239552	26-JUL-2007	3388737	26-FEB-2008	Syntellis Performance Solutions, LLC
ENUFF BUDGET ADVISOR	US	77239558	26-JUL-2007	3388738	26-FEB-2008	Syntellis Performance Solutions, LLC
CAPITAL ADVISOR	US	77132739	16-MAR-2007	3347460	04-DEC-2007	Syntellis Performance Solutions, LLC
HOSPITAL ADVISOR	US	77132749	16-MAR-2007	3347461	04-DEC-2007	Syntellis Performance Solutions, LLC
ENUFF and DESIGN 	US	77132750	16-MAR-2007	3347462	04-DEC-2007	Syntellis Performance Solutions, LLC
ENUFF SOFTWARE SUITE and DESIGN 	US	77132751	16-MAR-2007	3351303	11-DEC-2007	Syntellis Performance Solutions, LLC
ENUFF MARKET ADVISOR and DESIGN 	US	77132753	16-MAR-2007	3351304	11-DEC-2007	Syntellis Performance Solutions, LLC

ENUFF BUDGET ADVISOR and DESIGN 	US	7713275 4	16- MAR -2007	3351305	11-DEC- 2007	Syntellis Performanc e Solutions, LLC
PHYSICIAN ADVISOR	US	7633531 2	07- NOV- 2001	2765875	16-SEP- 2003	Syntellis Performanc e Solutions, LLC
ENUFF	US	7375083 1	07- SEP- 1988	1534120	11-APR- 1989	Syntellis Performanc e Solutions, LLC
KREG INFORMATION SYSTEMS	State-OHIO	1616285	14- APR- 2006	1616285	14-APR- 2006	Syntellis Performanc e Solutions, LLC