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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM783587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMAGETREND, LLC		01/31/2023	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Bain Capital Credit, LP
Street Address:	200 CLARENDON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	5267616	IMAGETREND CONTINUUM	
Registration Number:	5267617	CONTINUUM	
Registration Number:	5194045	IMAGETREND	
Registration Number:	5044975	HIRETOUCH	
Serial Number:	97711497	IMAGETREND BILLING BRIDGE	

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9654

Email: ypan@proskauer.com

Correspondent Name: Andrew DeFalco
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	38263.063
NAME OF SUBMITTER:	Andrew DeFalco
SIGNATURE:	/Andrew DeFalco/
DATE SIGNED:	01/31/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2023 (this "<u>Agreement</u>"), is made by the undersigned Grantor (the "<u>Grantor</u>"), in favor of Bain Capital Credit, LP, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "<u>Administrative Agent</u>").

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement, dated as of January 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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 Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the 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 Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 4. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the

same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or Adobe "pdf" file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

IMAGETREND, LLC

y . _______

Name: Daniel Quam

Title: Chief Operating Officer

Accepted and Agreed:

BAIN CAPITAL CREDIT, LP,

as Administrative Agent
Docusigned by:

- 149b

Name: Andrew S. Viens

Title: Partner

[Signature Page to Trademark Security Agreement]

SCHEDULE A

to

Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration / App. Number	Jurisdiction	Registration Date/App. Date
IMAGETREND CONTINUUM	Reg. No. 5,267,616	United States	August 15, 2017
CONTINUUM	Reg. No. 5,267,617	United States	August 15, 2017
IMAGETREND	Reg. No. 5,194,045	United States	May 2, 2017
HIRETOUCH	Reg. No. 5,044,975	United States	September 20, 2016
IMAGETREND BILLING BRIDGE (and design)	App. No. 97/711497	United States	Filed December 9, 2022

TRADEMARK REEL: 007956 FRAME: 0807

RECORDED: 01/31/2023