TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM476827

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	3	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liminex, Inc.		05/23/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OBSIDIAN AGENCY SERVICES, INC.	
Street Address:	c/o Tennenbaum Capital Partners, LLC	
Internal Address:	2951 28th Street, Suite 1000	
City:	Santa Monica	
State/Country:	CALIFORNIA	
Postal Code:	90405	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark		
Registration Number:	5389850			
Registration Number:	4825108	GOGUARDIAN		

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki Address Line 1: Kirkland & Ellis LLP Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 17445-37	
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	06/05/2018

Total Attachments: 5

source=Project GoGo - IPSA - Trademark Security Agt (May-23-18)#page1.tif

source=Project GoGo - IPSA - Trademark Security Agt (May-23-18)#page2.tif source=Project GoGo - IPSA - Trademark Security Agt (May-23-18)#page3.tif source=Project GoGo - IPSA - Trademark Security Agt (May-23-18)#page4.tif source=Project GoGo - IPSA - Trademark Security Agt (May-23-18)#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of May 23, 2018, by Liminex, Inc. (the "Grantor"), in favor of **OBSIDIAN AGENCY SERVICES, INC.**, a California corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, Liminex, Inc., a Delaware corporation (f/k/a GG Opco, Inc.), GoGuardian Intermediate, LLC, a Delaware limited liability company and GoGuardian, Inc., a Delaware corporation (f/k/a Liminex, Inc.) are party to that certain Guarantee and Collateral Agreement, dated as of May 23, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), 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 premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:
- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto:
 - B. all goodwill associated with such Trademarks and Trademark Licenses;
 - C. all Proceeds of any and all of the foregoing; and
 - D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. <u>Guarantee and Collateral Agreement</u>. 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 GCA, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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

KE 54017950.4

with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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.

[signature page follows]

KE 54017950.4

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.

Very truly yours,

LIMINEX, INC., a Delaware corporation

By: ___

Name: Advait Shinde

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,

as Collateral Agent

Ву: Name: Plank Treng Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations:

MARK	COUNTRY	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
GOGUARDIAN	United States	86362043	Aug-09-2014	4825108	Oct-06-2015
Shield Design	United States	87380374	Mar-22-2017	5389850	Jan-30-2018

U.S. Trademark Applications:

None.

U.S. Trademark Licenses:

None.

KE 54017950.4

RECORDED: 06/05/2018