

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Greenslate Holdings LLC		11/16/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSS Structured Capital III, L.P.		
<b>Street Address:</b>	390 Park Avenue		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5297998	GREENSLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2125969167		
<b>Email:</b>	Gary.Lee@ropesgray.com		
<b>Correspondent Name:</b>	Gary Lee		
<b>Address Line 1:</b>	Ropes & Gray LLP, 1211 Avenue of the Ame		
<b>Address Line 2:</b>	39th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	8080-323		
<b>NAME OF SUBMITTER:</b>	Gary Lee		
<b>SIGNATURE:</b>	/Gary Lee/		
<b>DATE SIGNED:</b>	11/19/2018		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

November 16, 2018

WHEREAS, GREENSLATE HOLDINGS LLC, a Delaware limited liability company (the “Debtor”) owns the Trademark Collateral (as defined below);

WHEREAS, the Debtor, each of the other Grantors and VSS Structured Capital III, L.P. (together with its successors and permitted assigns, the “Collateral Agent”) are parties to a Security Agreement dated as of October 19, 2018 (as amended from time to time, the “Security Agreement”), pursuant to which the Debtor has secured certain of its obligations (the “Obligations”) by granting to the Collateral Agent, its successors and permitted assigns, on behalf of and for the benefit of the Collateral Agent and the Secured Parties, a continuing security interest in substantially all personal property of the Debtor, including all right, title and interest of the Debtor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Collateral Agent, to secure the Obligations, a continuing security interest in all of the Debtor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Debtor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) all renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Debtor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Debtor (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), 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, or for injury to the goodwill associated with any of the foregoing.

The Debtor irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, a power of attorney to sign any document which may be required by the United

States Patent and Trademark Office or similar registrar in order to effect an absolute assignment of all right, title and interest in each registered Trademark and each application for any such registration, and record the same and authority in the name of the Debtor or in the Collateral Agent's name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Debtor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Debtor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Except to the extent expressly permitted in the Security Agreement, the Debtor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Copyright Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Debtor to the Collateral Agent pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright Collateral 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.

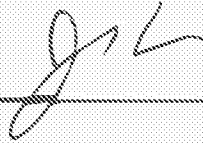
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached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

*[Signature Pages Follow]*

The Debtor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GREENSLATE HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

A handwritten signature in black ink, appearing to be initials or a stylized name, written over a horizontal line.

**Acknowledged:**

**VSS STRUCTURED CAPITAL III, L.P.,**  
as Collateral Agent

By: VSS Structured Capital III, LLC, its  
general partner

By: \_\_\_\_\_  
Name: Trent Hickman  
Title: Managing Director

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006525 FRAME: 0069**

The Debtor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GREENSLATE HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

**VSS STRUCTURED CAPITAL III, L.P.,**  
as Collateral Agent

By: VSS Structured Capital III, LLC, its  
general partner

By:  \_\_\_\_\_  
Name: Trent Mickman  
Title: Managing Director

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GREENSLATE	5,297,998 <sup>1</sup>	September 26, 2017

**U.S. TRADEMARK APPLICATIONS**

[NONE]

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
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<sup>1</sup> By assignment from Calico Holdings Inc., recorded October 17, 2018 (REEL/FRAME: 6459/0333).

[Schedule 1 to Trademark Security Agreement]