

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubicon Global, LLC		03/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pathlight Capital LP		
Street Address:	18 Shipyard Drive		
City:	Hingham		
State/Country:	MASSACHUSETTS		
Postal Code:	02043		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4093604	RUBICON	
Registration Number:	5692194	RRR	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Phone:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010878-0017		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	03/29/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 29, 2019, by and among **RUBICON GLOBAL, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **PATHLIGHT CAPITAL LP**, a Delaware limited partnership, as agent for the Lenders (in such capacity, “**Agent**”) under the Loan Agreement (as defined herein).

RECITALS

A. The Grantor, the other Loan Party Obligors party thereto from time to time, the Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans to the Borrowers as provided therein.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office (“**USPTO**”).

C. Pursuant to the Loan Agreement, the Grantor has granted to the Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of the Grantor, including in the Trademark Collateral (as defined below), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, the Agent shall promptly, following written request by the Grantor, execute, acknowledge, and deliver to the Grantor all instruments reasonably requested by the Grantor necessary to release the Agent’s security interest in the Trademark Collateral (as defined below) acquired under the Loan Agreement and this Agreement.

2. The Grantor hereby grants to the Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without

limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 attached hereto (items (a) and (b) being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of the Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.


This security interest and lien is granted in conjunction with the security interests and liens granted to the Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RUBICON GLOBAL, LLC,
a Delaware limited liability company

By: 
Name: Dave Perlman
Title: Chief Financial Officer

Acknowledged by:

PATHLIGHT CAPITAL LP,
as Agent

By: 

Name: Kyle Shonak

Title: Managing Director

[Rubicon - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006604 FRAME: 0432

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Title	App. No.	Country	Reg. No.	Status
CHANGING THE RULES IN WASTE AND RECYCLING	86897494	United States		Abandoning
RRR	86719823	United States		Allowed
RUBICON	86719817	United States		Allowed
RUBICON	85338836	United States	4093604	Registered
RRR	87201037	United States		Allowed
RRR Design (black & white)	1740783	Canada	TMA1,003,121	Registered
RUBICON	1740782	Canada	TMA1,003,125	Registered
RUBICON	1629205	Canada	TMA915567	Registered
RUBICON & Design	1629206	Canada	TMA915568	Registered
RUBICON & RRR Design	87201055	United States		Allowed
RUBICON & RRR Design	912574941	Brazil		Pending
RUBICON & RRR Design	1832286	Canada		Pending
RUBICON & RRR Design	16607848	EU		Pending
RUBICON & RRR Design	912575018	Brazil		Pending
RUBICON & RRR Design	912575050	Brazil		Pending
RUBICON & RRR Design	912575123	Brazil		Pending
WASTE IS A DESIGN FLAW	87222208	United States		Allowed
WASTE IS A DESIGN FLAW	912644095	Brazil		Pending
WASTE IS A DESIGN	1834641	Canada		Allowed

FLAW				
WASTE IS A DESIGN FLAW	16651903	EU		Pending
WASTE IS A DESIGN FLAW	912644168	Brazil		Pending
YOUR CITY'S EYES AND EARS	87536398	United States		Abandoning
RUBICONSMARTCITY	87548963	United States		Pending

B. Trademark Licenses

[Not applicable.]