

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521354

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                     | Formerly | Execution Date | Entity Type                         |
|--------------------------|----------|----------------|-------------------------------------|
| MORAE GLOBAL CORPORATION |          | 04/30/2019     | Corporation: DELAWARE               |
| CLUTCH GROUP LLC         |          | 04/30/2019     | Limited Liability Company: DELAWARE |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | LATERAL SMA AGENT, LLC, as Administrative Agent |
| <b>Street Address:</b>   | 400 S. El Camino Real                           |
| <b>Internal Address:</b> | Suite 1100                                      |
| <b>City:</b>             | San Mateo                                       |
| <b>State/Country:</b>    | CALIFORNIA                                      |
| <b>Postal Code:</b>      | 94402   |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE             |

## PROPERTY NUMBERS Total: 6

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 5222998 | ELEXIR     |
| Registration Number: | 5229669 | AUDIO.IQ   |
| Registration Number: | 5172119 | CAPTURE.IQ |
| Registration Number: | 5166800 | CLUTCH     |
| Registration Number: | 5096228 | AUDIO.IQ   |
| Registration Number: | 5096207 | AUDIO.IQ   |

## CORRESPONDENCE DATA

Fax Number: 7045032622

*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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King &amp; Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

OP \$165.00 5222998

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 27736.230003    |
| <b>NAME OF SUBMITTER:</b>      | Moira Sheehan   |
| <b>SIGNATURE:</b>              | /Moira Sheehan/ |
| <b>DATE SIGNED:</b>            | 04/30/2019      |

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2019, is made by CLUTCH GROUP LLC, with its place of business located at 1000 Louisiana Street, Suite 6550, Houston, Texas 77002 (“**Grantor**”), in favor of LATERAL SMA AGENT, LLC (“**Lateral**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), among, *inter alios*, MORAE GLOBAL CORPORATION (the “**Borrower**”), the other Credit Parties, the Lenders from time to time party thereto and Lateral, as the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to the Guaranty and Security Agreement dated as of April 30, 2019 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case other than any Excluded Property (the “**Trademark Collateral**”):
  - a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
  - b. all renewals and extensions of the foregoing;
  - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

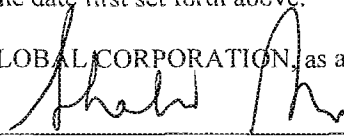
recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
5. Counterparts. 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.
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

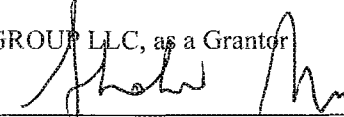
MORAE GLOBAL CORPORATION, as a Grantor

By: 

Name: Shahzad Bashir

Title: President & Chief Executive Officer

CLUTCH GROUP LLC, as a Grantor

By: 

Name: Shahzad Bashir

Title: President & Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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ACCEPTED AND AGREED  
as of the date first above written:

LATERAL SMA AGENT, LLC,  
as Administrative Agent

By: 

Name: Richard de Silva

Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006633 FRAME: 0666**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Name/Title of Trademark | Owner                    | Registration Number | Registration Date |
|-------------------------|--------------------------|---------------------|-------------------|
| eLEXir                  | Morae Global Corporation | 5222998             | 06/13/2017        |
| AUDIO.IQ                | Clutch Group, LLC        | 5229669             | 06/20/2017        |
| CAPTURE.IQ              | Clutch Group, LLC        | 5172119             | 03/28/2017        |
| CLUTCH                  | Clutch Group, LLC        | 5166800             | 03/21/2017        |
| AUDIO.IQ                | Clutch Group, LLC        | 5096228             | 12/06/2016        |
| AUDIO.IQ                | Clutch Group, LLC        | 5096207             | 12/06/2016        |

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.