

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527558

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RATEGAIN TECHNOLOGIES INC. | | 06/11/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK, as Administrative Agent | | |
| Street Address: | Alphabeta, 14-18 Finsbury Square | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC2A 1BR | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1779296 | ULTRASWITCH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037607777 | | |
| <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: | 617-648-4721 | | |
| Email: | hcheng@mofo.com | | |
| Correspondent Name: | Stephen James Queenan | | |
| Address Line 1: | 200 Clarendon Street | | |
| Address Line 2: | Morrison & Foerster LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| ATTORNEY DOCKET NUMBER: | 27292-1195 | | |
| NAME OF SUBMITTER: | Stephen James Queenan | | |
| SIGNATURE: | /Stephen James Queenan/ | | |
| DATE SIGNED: | 06/12/2019 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of June 11, 2019, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), and **SILICON VALLEY BANK**, as Administrative Agent (together with its successors, in such capacity, the “*Administrative Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of even date herewith, by and among the Administrative Agent, Grantors, and the other parties thereto (as amended, restated, modified or otherwise supplemented from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among **RATEGAIN TRAVEL TECHNOLOGIES PRIVATE LIMITED**, a limited company organized under the laws of India (“*Holdings*”), **RATEGAIN TECHNOLOGIES LIMITED**, a private limited liability company incorporated in England and Wales (registered number 09343667) (the “*Borrower*”), the Lenders party thereto and the Administrative Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of Administrative Agent a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to Administrative Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” 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 or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Administrative Agent, upon consent of such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Administrative Agent.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

RATEGAIN TECHNOLOGIES INC.

By: 

Name: Tannay Das


Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006668 FRAME: 0678

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: TIM CUSSINS
Title: MANAGING DIRECTOR

Address of Administrative Agent:
Silicon Valley Bank
Alphabeta, 14-18 Finshury Square
London EC2A 1BR
Attention: Tim Cussins
Email: tcussins@svb.com

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

| <u>Name of Loan Party</u> | <u>Jurisdiction</u> | <u>Trademark No.</u> | <u>Registration Date</u> | <u>Mark</u> |
|----------------------------|---------------------|----------------------|--------------------------|-------------|
| RateGain Technologies Inc. | United States | 1779296 | June 29, 1993 | ULTRASWITCH |