

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535538

| | | | |
|---|---------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PROJECT GIANTS, LLC | | 07/20/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 3003 Tasman Drive, HF150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95045 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3416056 | CERIFY | |
| Registration Number: | 5250375 | PRISM | |
| Registration Number: | 3213046 | SENTRY | |
| Registration Number: | 3072184 | CAPTUREVU | |
| Serial Number: | 88229653 | AURORA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4152687522 | | |
| <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: | 4152687000 | | |
| Email: | ksamia@mofo.com | | |
| Correspondent Name: | Jennifer Lee Taylor | | |
| Address Line 1: | 425 Market Street | | |
| Address Line 2: | c/o Morrison & Foerster LLP | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | 27292-610 | | |
| NAME OF SUBMITTER: | Jennifer Lee Taylor | | |
| SIGNATURE: | /JLT2/ | | |
| DATE SIGNED: | 08/06/2019 | | |

CH \$140.00 3416056

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of July 20th, 2019, is entered into by and between **PROJECT GIANTS, LLC**, a Delaware limited liability company (“*Grantor*”) and **SILICON VALLEY BANK**, as Administrative Agent (the “*Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of January 15, 2015, among the Agent, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented (including pursuant to that certain Assumption Agreement by the Grantor dated as of the date hereof) or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Amended and Restated Credit Agreement, dated as of March 24, 2017, among Telestream Holdings Corporation, the other Loan Parties party thereto, the Lenders from time to time party thereto, the Arranger Agent, and the Agent, as amended pursuant to that certain First Amendment to Credit Agreement dated as of April 15, 2019 (as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms used but 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, Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks 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, the Grantor and the 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 Lien and security interest granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds, Supporting Obligations and products of such 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 all Secured Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) 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 United States 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 (ii) the right to

obtain all renewals thereof; provided that, no Lien or security interest shall be granted in, and the term "Trademarks" shall not include, Excluded Assets.

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

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties 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 amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement without obtaining 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 Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

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

Address of Grantor:

247 Station Drive, Suite NE-2
Westwood, MA 02090

GRANTOR:

PROJECT GIANTS, LLC,
as Grantor

By: 
Name: Jon Wilson
Title: Chief Financial Officer and Treasurer

Address of the Agent

3003 Tasman Drive
Santa Clara, CA 95054

AGENT:

SILICON VALLEY BANK,
as the Agent

By: _____
Name: _____
Title: _____

Address of Agent:

3003 Tasman Drive
Santa Clara, California 95054

AGENT:

SILICON VALLEY BANK,
as Agent

By: Jonathan Wolfert

Name: Jonathan Wolfert

Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|---------------------|-------------------------|--------------------------|--------------------|-------------------------|-------------|
| Australia | 1115003 | May 22 2006 | May 22 2006 | Project Giants, LLC | CERIFY |
| Canada | TMA718621 | Jul 16 2008 | May 24 2006 | Project Giants, LLC | CERIFY |
| EUTM | 5087961 | Apr 17 2007 | May 22 2006 | Project Giants, LLC | CERIFY |
| Japan | 5026862 | Feb 23 2007 | Apr 28 2006 | Project Giants, LLC | CERIFY |
| USA | 3416056 | Apr 22 2008 | Apr 21 2006 | Project Giants, LLC | CERIFY |
| USA | 5250375 | Jul 25 2017 | Dec 21 2016 | Project Giants, LLC | PRISM |
| Australia | WO909371 | Jun 4 2007 | Oct 24 2005 | Project Giants, LLC | SENTRY |
| Canada | TMA713442 | May 5 2008 | Oct 24 2006 | Project Giants, LLC | SENTRY |
| EUTM | WO909371 | Oct 24 2006 | Oct 24 2006 | Project Giants, LLC | SENTRY |
| Hong Kong | 300747676 | Oct 25 2006 | Oct 25 2006 | Project Giants, LLC | SENTRY |
| Singapore | WO909371 | Aug 23 2007 | Oct 24 2006 | Project Giants, LLC | SENTRY |
| USA | 3213046 | Feb 27 2007 | Apr 24 2006 | Project Giants, LLC | SENTRY |
| WIPO | WO909371 | Oct 24 2006 | Oct 24 2006 | Project Giants, LLC | SENTRY |
| USA | 3072184 | Mar 21 2006 | Dec 8 2004 | Project Giants, | CAPTUREVU |

| | | | | | |
|-------|-----------|-------------|-------------|---------------------|--------------|
| | | | | LLC | |
| Japan | 4,901,863 | Oct 21 2005 | Jan 21 2005 | Project Giants, LLC | CAPTUREVU |
| Japan | 4,868,074 | June 3 2005 | Sep 2 2004 | Project Giants, LLC | FLEXVU |
| Japan | 4,839,026 | Feb 18 2005 | May 20 2004 | Project Giants, LLC | STAY GENLOCK |

Pending Trademark Applications

| <u>Jurisdiction</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Applicant</u> | <u>Mark</u> |
|---------------------|------------------------|--------------------|---------------------|-------------|
| US | 88229653 | Dec 14 2018 | Project Giants, LLC | AURORA |