

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROUNDGLASS LLC		11/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	901 5TH AVENUE, SUITE 3900		
Internal Address:	ATTN: SOREN PETERSON		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98164		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4882251	ROUNDGLASS	
Registration Number:	5166893	SABTERA	
Serial Number:	87248931	THE PERIODIC TABLE OF WELLBEING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1148176 TM B		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	11/04/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 1, 2019, is entered into by and among the Grantors listed on the signature pages hereto (each and collectively, the “Grantor”) and SILICON VALLEY BANK (the “Agent”), as Administrative Agent pursuant to (i) that certain Unconditional Secured Guaranty and Pledge Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guaranty and Pledge Agreement”), among the Agent, the Grantor and certain of the Grantor’s affiliates party from time to time thereto, and (ii) that certain Credit Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Agent and certain Lenders party thereto from time to time.

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

WHEREAS, pursuant to the Guaranty and Pledge Agreement, each Grantor has granted in favor of the Agent a security interest in certain Collateral, including the federally registered 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, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guaranty and Pledge Agreement, to evidence further the security interest granted by each Grantor to the Agent pursuant to the Guaranty and Pledge Agreement, each Grantor hereby grants to the 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 (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 (other than intent-to-use applications), 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 federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered 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 Agent under the Guaranty and Pledge Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guaranty and Pledge Agreement, the provisions of the Guaranty and Pledge 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, each Grantor authorizes the Agent 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 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 Guaranty and Pledge Agreement.

3. 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 IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS 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, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally as effective as delivery of an original executed counterpart.

[Signature page follows]

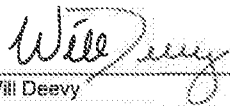
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Agent:

AGENT:

SILICON VALLEY BANK

901 5th Avenue, Suite 3900
Seattle, Washington 98164
Attn: Soren Peterson

By: 
Name: Will Deevy
Title: Director

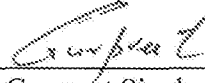
[Signature Page to Trademark Security Agreement]

Address of Grantors:

1756 114th Ave. SE
Bellevue, Washington 98004
Attn: Gurpreet Singh

GRANTORS:

ROUNDGLASS LLC

By: 
Name: Gurpreet Singh
Title: President

SCHEDULE A

Registered Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
RoundGlass LLC	4882251	1/5/16	4/7/14	RoundGlass LLC	ROUNDGLASS
RoundGlass LLC	5166893	3/24/17	12/31/14	RoundGlass LLC	SABTERA
RoundGlass LLC	87248931	6/20/17	11/28/16	RoundGlass LLC	PERIODIC TABLE OF WELLBEING

Applications of Registration of Trademarks

None.