

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VisualVault LLC		11/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3265606	VISUALVAULT	
Registration Number:	3364648	V-SCAN	
Registration Number:	3439157	V-FAX	
Registration Number:	3629273	V-EMAIL	
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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street, N.E., Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	11/15/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of November 13, 2019, by VISUALVAULT LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent under the PSA described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated on or about the date hereof, by and among Grantor and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), Grantor has agreed to secure certain loans; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Pledge and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Secured Obligations under the Pledge and Security Agreement, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may

be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

VISUALVAULT LLC

By: *Amy Maskati*
Name: Amyn Maskati
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 6th day of November, 2019, before me personally appeared Amyn Maskati, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VISUALVAULT LLC, and who being duly sworn by me did depose and say that (i) such person is an authorized officer of VISUALVAULT LLC, (ii) such instrument was signed on behalf of VISUALVAULT LLC, and (iii) such person acknowledged such instrument to be the free act and deed of VISUALVAULT LLC.

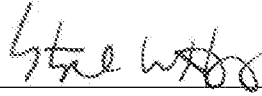
Fran Mulock Parker
Notary Public

[Notarial Seal]

FRAN MULOCK PARKER
Notary Public, State of New York
No. 02PA4818485
Qualified in Westchester County
Commission Expires October 3, 2020

ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:

GOLDMAN SACHS BANK USA

By: 
Name:
Title: Authorized Signatory

SCC

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

MARK AND GOODS/SERVICES	REGISTRATION NO.	REGISTRATION DATE	Jurisdiction
VISUALVAULT	3265606	July 17, 2007	United States
V-SCAN	3364648	January 8, 2008	United States
V-FAX	3439157	June 3, 2008	United States
V-EMAIL	3629273	June 2, 2009	United States

Schedule 1

GS/GRM – Trademark Security Agreement
76343404

RECORDED: 11/15/2019

TRADEMARK
REEL: 006796 FRAME: 0997