

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563003

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FM:SYSTEMS GROUP, LLC | | 12/02/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT | | |
| Street Address: | C/O ARES MANAGEMENT, 245 PARK AVENUE | | |
| Internal Address: | 44TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2856225 | PEOPLECUBE | |
| Registration Number: | 2856224 | PEOPLECUBE | |
| Registration Number: | 1674876 | MEETING MAKER | |
| Registration Number: | 3517517 | ROOMTAG | |
| Registration Number: | 3597925 | ROOMTAG | |
| Registration Number: | 5105662 | SMARTVIEW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8208 | | |
| Email: | alana.hernandez@katten.com | | |
| Correspondent Name: | ALANA HERNANDEZ C/O KATTEN | | |
| Address Line 1: | 525 W. MONROE STREET | | |
| Address Line 4: | CHICAGO, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | ALANA HERNANDEZ | | |
| SIGNATURE: | /ALANA HERNANDEZ/ | | |
| DATE SIGNED: | 02/20/2020 | | |

CH \$165.00 2856225

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 2, 2019, is entered into by and between FM:SYSTEMS GROUP, LLC, a Delaware limited liability company (the “Grantor”), and ARES CAPITAL CORPORATION (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of January 31, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of January 31, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee and certain Lenders party thereto.

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, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the 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, the Grantor and the Assignee 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 the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured 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, 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 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 (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee 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 waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining any 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 the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS 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 or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

ASSIGNEE:

ARES CAPITAL CORPORATION,
as Administrative Agent

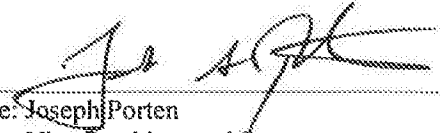
By:  _____

Name: Scott Lem

Title: Authorized Signatory

GRANTOR:

FM:SYSTEMS GROUP, LLC, a Delaware
limited liability company

By: 
Name: Joseph Porten
Title: Vice President and Secretary

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| Trademark | Application No. | Application Date | Registration No. | Registration Date |
|------------------|------------------------|-------------------------|-------------------------|--------------------------|
| PEOPLECUBE | 76097621 | 7/27/2000 | 2856225 | 06/22/2004 |
| PEOPLECUBE | 76097610 | 7/27/2000 | 2856224 | 06/22/2004 |
| MEETING MAKER | 74113215 | 11/7/1990 | 1674876 | 02/11/1992 |
| ROOMTAG | 77219127 | 6/29/2007 | 3517517 | 10/14/2009 |
| ROOMTAG | 77542830 | 8/8/2008 | 3597925 | 3/31/2009 |
| SMARTVIEW | 86540300 | 2/19/2015 | 5105662 | 12/20/2016 |