

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LytX, Inc.		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC		
Street Address:	330 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5921529	LYTX SAFETYNET	
Registration Number:	5662458	LYTX VIDEO SERVICES	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	02/28/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2020 (this “Agreement”), among Lytx, Inc. (the “Grantor”) and Guggenheim Credit Services, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Padres Holdings, Inc., a Delaware corporation (“Holdings”), Lytx, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent and (b) the Amended and Restated Collateral Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

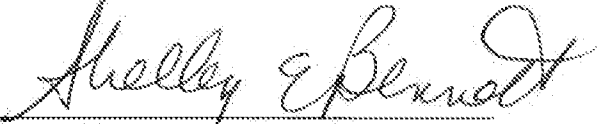
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LYTX, INC., as a Grantor

By: 

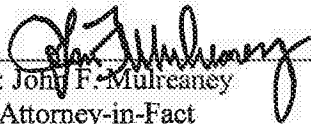
Name: Shelley Bennett

Title: Senior Vice President, General Counsel,
Secretary and Chief Privacy Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006878 FRAME: 0781

GUGGENHEIM CREDIT SERVICES, LLC
as Collateral Agent

By: 
Name: John F. Mulreaney
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks

Mark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
LYTX SAFETYNET	U.S.	87688267 16-NOV-2017	5921529 26-NOV-2019	Lytx, Inc.
LYTX VIDEO SERVICES	U.S.	87584686 25-AUG-2017	5662458 22-JAN-2019	Lytx, Inc.