:H \$65.00 458176

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM567891

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SyncOnSet Technologies, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation	
Street Address:	245 Park Avenue, 44th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10167	
Entity Type:	Corporation: MARYLAND	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4581761	SYNCONSET
Registration Number:	4646322	WYMSEE

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

Phone: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	105444-8709-010
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	03/19/2020

Total Attachments: 5

source=20200318 105444 security interest agreement#page1.tif source=20200318 105444 security interest agreement#page2.tif

source=20200318 105444 security interest agreement#page3.tif source=20200318 105444 security interest agreement#page4.tif source=20200318 105444 security interest agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of March 17, 2020, by and among SyncOnSet Technologies, LLC, a Delaware limited liability company (the "<u>Grantor</u>") and Ares Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is a party to a Pledge and Security Agreement, dated as of May 10, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

79603221_3

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

-2-

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

SYNCONSET TECHNOLOGIES, LLC

By:__

Name: Markham L. Goldstein

Title: Chief Executive Officer and President

REEL: 006895 FRAME: 0560

Accepted and Agreed:

ARES CAPITAL CORPORATION,

as Collateral Agent

By:

Name: Scott Lem

Title: Authorized Signatory

$\frac{\text{SCHEDULE I}}{\underline{\text{to}}}$ $\underline{\text{TRADEMARK SECURITY AGREEMENT}}$

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
SYNCONSET	86-059-791	4581761	SyncOnSet Technologies, LLC
WYMSEE	86-059-794	4646322	SyncOnSet Technologies, LLC

79603221_3

RECORDED: 03/19/2020