

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589884

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                  |
| BRAINTRUST HOLDINGS, LLC  |   | 07/31/2020            | Limited Liability Company: MARYLAND |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | WILMINGTON TRUST, NATIONAL ASSOCIATION      |                       |                                     |
| <b>Street Address:</b>  | 1100 NORTH MARKET STREET                    |                       |                                     |
| <b>City:</b>  | WILMINGTON                                  |                       |                                     |
| <b>State/Country:</b>   | DELAWARE                                    |                       |                                     |
| <b>Postal Code:</b>   | 19801                                       |                       |                                     |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 5292829                                     |                       |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2126983599                                  |                       |                                     |
| <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> |   |                       |                                     |
| <b>Phone:</b>   | 2126983500                                  |                       |                                     |
| <b>Email:</b>   | patents@dechert.com                         |                       |                                     |
| <b>Correspondent Name:</b>  | DECHERT LLP                                 |                       |                                     |
| <b>Address Line 1:</b>  | THREE BRYANT PARK                           |                       |                                     |
| <b>Address Line 2:</b>  | 1095 AVENUE OF THE AMERICAS                 |                       |                                     |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10036                    |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Noah Shier                                  |                       |                                     |
| <b>SIGNATURE:</b>   | /Noah Shier/                                |                       |                                     |
| <b>DATE SIGNED:</b>   | 08/03/2020                                  |                       |                                     |
| <b>Total Attachments: 6</b>   |   |                       |                                     |
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| source=EverWatch (174943) Trademark Security Agreement (BrainTrust)#page2.tif   |   |                       |                                     |
| source=EverWatch (174943) Trademark Security Agreement (BrainTrust)#page3.tif   |   |                       |                                     |
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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this July 31, 2020, by and among **BRAINTRUST HOLDINGS, LLC**, a Maryland limited liability company (the “**Grantor**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

### **RECITALS**

**WHEREAS, EVERWATCH CORP.**, a Delaware corporation (“**Holdings**”), **IAN, EVAN & ALEXANDER CORPORATION**, a Colorado corporation (the “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent have entered into a Credit Agreement, dated as of July 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into the Security Agreement, dated as of July 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to grant and perfect a security interest in all of its Trademarks and Trademark Licenses (collectively, the “**Owned IP**”) and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

### **NOW, THEREFORE, IT IS AGREED:**

1. **GRANT OF SECURITY INTEREST IN IP COLLATERAL.** The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**IP Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent at the direction of the Required Lenders unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. 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, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. OTHER INTERPRETIVE PROVISIONS. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein mutatis mutandis.

7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGE FOLLOWS]

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

**GRANTOR:**

**BRAINTRUST HOLDINGS, LLC,**  
a Maryland limited liability company

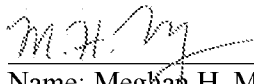
By: 

Name: Robert T. Kiffney

Title: Chief Executive Officer and  
President


**AGENT:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Agent

By:   
Name: Meghan H. McCauley  
Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

| <u>Name of Grantor</u> | <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u>  | <u>Mark</u>  |
|------------------------|---------------------|-------------------------|--------------------------|--------------------|--------------------------|--|
| BrainTrust             | US                  | 5292829                 | 9/19/17                  | 11/8/16            | BrainTrust Holdings, LLC | <br>(Design Mark) |