

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595280

| | | | |
|---|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Imagineer Technology Group, LLC | | 08/31/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Administrative Agent | | |
| Street Address: | 227 West Monroe Street, Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4752080 | IMAGINEER TECHNOLOGY GROUP | |
| Registration Number: | 4928350 | DOCQUEUE | |
| 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: | 3125778034 | | |
| Email: | oscar.ruiz@katten.com | | |
| Correspondent Name: | c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 214338-352 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |
| DATE SIGNED: | 09/01/2020 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2020, between Imagineer Technology Group, LLC, a Delaware limited liability company (the “Grantor”), and Madison Capital Funding LLC, as administrative agent and as collateral agent (in its capacities as administrative agent and collateral agent, together with its successors (including, for the avoidance of doubt, its assigns as permitted under the Loan Documents (as defined in the Credit Agreement referred to below)) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, Flash Acquisition, Inc., a Delaware corporation (the “Borrower”), Flash Intermediate, Inc. (“Holdings”), the Subsidiary Guarantors (as defined the Credit Agreement referred to below) from time to time party thereto, the Administrative Agent and the Lenders (as defined the Credit Agreement referred to below) from time to time party thereto, are parties to that certain Credit Agreement, dated as of October 2, 2017 (including all exhibits and schedules hereto, as amended by the First Amendment to Credit Agreement dated as of the date hereof, and as may be further, amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 2, 2017, as supplemented by the Security Agreement Supplement dated as of the date hereof and as may be further amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified in writing from time to time, the “Security Agreement”), among the Borrower, the other Grantors (solely for this purpose, as defined therein) from time to time party thereto and the Administrative Agent, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms used but not otherwise defined herein have, as used herein, the respective meanings provided for in the Credit Agreement or the Security Agreement, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement and the other Loan Documents, the Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a security interest in all of the Grantor’s right, title and interest in the Trademarks (as such term is defined in the Security Agreement) including the trademarks listed on the annexed Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof, other than Excluded Assets (as defined in the Credit Agreement referred to in the Security Agreement) (the “Trademark Collateral”).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to Section 24 of the Security Agreement, the Administrative Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) to evidence

such termination or release of the Trademark Collateral, in each case, in accordance with the terms of the Credit Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

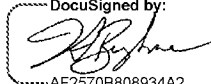
The parties hereto acknowledge and agree that this Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York without regard to conflicts of law principles (other than Section 5-1401 of the New York General Obligations Law and other than any mandatory provisions of the Code relating to the law governing perfection and the effect of perfection or priority of security interests).

[Signature Pages Follow]

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

IMAGINEER TECHNOLOGY GROUP, LLC,
a Delaware limited liability company

DocuSigned by:



By: _____
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Name: Henry Boughner


Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
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Acknowledged:

MADISON CAPITAL FUNDING LLC,
as Administrative Agent

By:  _____
Name: A. Brady Hahn
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 007040 FRAME: 0822

EXHIBIT A

REGISTERED TRADEMARKS

| <u>Registration No.</u> | <u>Country</u> | <u>Issue Date</u> | <u>Mark</u> |
|--------------------------------|-----------------------|--------------------------|----------------------------------|
| 4752080 | United States | June 8, 2015 | IMAGINEER TECHNOLOGY GROUP |
| 4928350 | United States | March 29, 2016 | DOCQUEUE |

TRADEMARK APPLICATIONS

None.

DOMAIN NAMES

| <u>Domain Name</u> | <u>Registrant Name</u> <u>Registrant Organization</u> |
|---|--|
| CLIENTEER.COM CRM4HEDGEFUNDS.COM CRMFORHEDGEFUNDS.COM FISSGA.COM FUND-INSIGHT.COM FUNDINSIGHT.NET FUNDINSIGHT.ORG HEDGEFUNDCRM.NET HFUNDINSIGHT.COM IMAGINEER-CLIENTEER.COM IMAGINEER-CRM.COM IMAGINEER-FUNDINSIGHT.COM IMAGINEER-TECHNOLOGY-GROUP.COM IMAGINEER.ORG imagineer.tech IMAGINEERCLIENTEER.COM IMAGINEERCRM.COM IMAGINEERDOCS.COM IMAGINEERTECH.COM IMAGINEERTECHNOLOGY.COM IMAGINEERTECHNOLOGYGROUP.COM IMAGINEERWEBVISION.COM ITGCAPITAL.COM ITGDATAROOM.COM ITGDEBUG.COM | Imagineer Technology Group, LLC |

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| ITGDOCS.COM ITGDOCUMENTS.COM ITGFUNDINSIGHT.COM ITGNY.COM ITGUA.COM ITGWEBVISION.COM MOFFETTLIBRARY.COM SERVERPAGENOTFOUND.COM | |
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