

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOUDNEXION LLC		08/21/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Metropolitan Partners Group Administration, LLC		
Street Address:	850 Third Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5573296	CLOUDNEXION YOUR CONNECTION TO THE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	09/22/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY
SECURITY AGREEMENT
TRADEMARK

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 21, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Metropolitan Partners Group Administration, LLC, as administrative, payment and collateral agent for itself and the Lenders (as defined below) from time to time a party to the Credit Agreement (as defined below) (in such capacities, together with its successors and assigns permitted in accordance with the terms set forth in the Credit Agreement referred to below in such capacities, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 21, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into by and among UPSTACK HOLDCO INC., a New York corporation (the “Borrower”), each of the Loan Party Guarantors (as defined therein) from time to time party thereto, each of the financial institutions from time to time party thereto (collectively the “Lenders”) and Agent, Lenders have agreed to make, and may hereafter make, Term Loans (as defined therein) to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of August 21, 2020, made by and among the Grantors (as defined therein) and Agent for itself and the Lenders (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to secure the Secured Obligations (as defined therein); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor, hereby collaterally assigns and pledges to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a continuing Lien on and security interest in all of its right, title and interest in and to the Trademarks, including without limitation

the Trademarks set forth on Schedule I hereto, and all proceeds and products thereof (the “Trademark Collateral”), in each case, other than any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder, in each case, to the extent required by the terms of the Credit Agreement and the Security Agreement.


Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).


[SIGNATURE PAGES FOLLOW]

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

FORTUNA MANAGEMENT LLC,
as Grantor

By: 
Name: Christopher Trapp
Title: President

CLOUDNEXION LLC,
as Grantor

By: 
Name: Christopher Trapp
Title: President

ACCEPTED AND AGREED
as of the date first above written:

METROPOLITAN PARTNERS GROUP
ADMINISTRATION, LLC, as Agent

By: _____
Name: Eric Chasser
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (UPSTACK)]

TRADEMARK
REEL: 007058 FRAME: 0662

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

FORTUNA MANAGEMENT LLC,
as Grantor

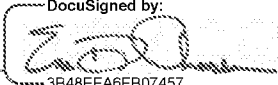
By: _____
Name: Christopher Trapp
Title: President

CLOUDNEXION LLC,
as Grantor

By: _____
Name: Christopher Trapp
Title: President

ACCEPTED AND AGREED
as of the date first above written:

**METROPOLITAN PARTNERS GROUP
ADMINISTRATION, LLC, as Agent**

By:  _____
Name: 3B48EFA6FB07457... Eric Chassei
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (UPSTACK)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Name of Grantor</u>	<u>Registration Number</u>	<u>Date</u>
FORTUNA MANAGEMENT LLC	4604616	September 16, 2014
CLOUDNEXION LLC	5573296	October 2, 2018