

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appfire Technologies, LLC		10/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88705946	BOB SWIFT	
Registration Number:	6042712	FEED THREE	
Registration Number:	6083800	APPFIRE	
Registration Number:	6071469	APPS FOR MAKERS	
Registration Number:	6089858	WITTIFIED	
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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	10/02/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made October 2, 2020 by and among APPFIRE TECHNOLOGIES, LLC, a Delaware limited liability company (the “*Grantor*”), and FEAC Agent, LLC, a Delaware limited liability company (“*FEAC*”), as collateral agent for the Secured Parties (in such capacity, together with its permitted successors and assigns in such capacity, the “*Collateral Agent*”) under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Appfire Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), the Grantor (the “*Borrower*”), certain Subsidiaries of Holdings (other than the Borrower) from time to time party thereto as guarantors, the lenders from time to time party thereto (each, a “*Lender*” and, collectively, the “*Lenders*”), the Collateral Agent and FEAC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*” and, together with the Collateral Agent, collectively, the “*Agents*”, and, each, an “*Agent*”), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby mortgages, pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned and at any time from time to time existing 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 (collectively, the “*Trademark 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 of the Grantor's United States registered Trademarks and Trademark applications, including, without limitation, the Trademarks referred to on Schedule I hereto;
- (b) the right to obtain all renewals of the foregoing; and
- (c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Notwithstanding the foregoing or anything to the contrary in any other Credit Document, the Trademark Collateral shall not include Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to any Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any insolvency law involving the Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral 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 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, 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks (other than Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security 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 Trademark Security 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.

7. CONSTRUCTION. The rules of construction contained in Section 1.02 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.

8. TERMINATION. Upon the termination of the Security Agreement in accordance with Section 7.14 thereof, the Collateral Agent shall, at the sole expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

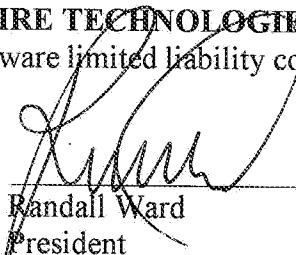
9. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

APPFIRE TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Randall Ward
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

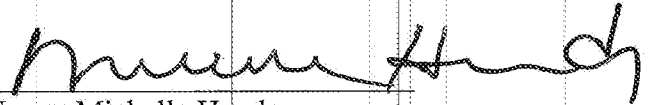
TRADEMARK
REEL: 007067 FRAME: 0797

COLLATERAL AGENT:

FEAC AGENT, LLC,
a Delaware limited liability company

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By:



Name: Michelle Handy
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Appfire Technologies, LLC	6042712	4/28/2020	11/25/2019	Appfire Technologies, LLC	FEED THREE
Appfire Technologies, LLC	6083800	6/23/2020	9/30/2019	Appfire Technologies, LLC	APPFIRE
Appfire Technologies, LLC	6071469	6/2/2020	9/30/2019	Appfire Technologies, LLC	APPS FOR MAKERS
Appfire Technologies, LLC	6089858	6/30/2020	11/25/2019	Appfire Technologies, LLC	WITTIFIED

2. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Appfire Technologies, LLC	88705946	11/25/2019	Appfire Technologies, LLC	BOB SWIFT