

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Applicant Manager, LLC		10/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	P.O. Box 30115		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90030		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4489828	THE APPLICANTMANAGER	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-261-6538		
Email:	kgalt@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	6480.180		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/Muzamil Huq/		
DATE SIGNED:	10/23/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2020, is made by The Applicant Manager, LLC, a Delaware limited liability company (the "Grantor"), in favor of MUFG UNION BANK, N.A., as lender (the "Lender").

WHEREAS, TOP ECHELON HOLDING, LLC, a Delaware limited liability company (the "Borrower") and the Lender are parties to that Term Loan Agreement, dated as of October 23, 2020 (as amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the "Loan Agreement").

WHEREAS, as a condition precedent to the Lender's obligations under the Loan Agreement, the Grantor has executed and delivered to the Lender that certain Guarantee and Security Agreement, dated as of October 23, 2020 (as amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the "Guarantee and Security Agreement"), by and among the Borrower, the other parties party thereto and the Lender.

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademark Security Agreement" has the meaning set forth in Section 5.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in the Loan Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Secured Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the

Grantor now has or hereafter owns, acquires or develops an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement) (collectively, the “Trademark Collateral”):

(i) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto;

(ii) all renewals and extensions thereof; and

(iii) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term “Trademark Collateral” shall not include, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Loan Documents, upon the request of the Lender, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Lender in its discretion may deem necessary or advisable to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Lender’s Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Guarantee and Security Agreement or the Loan Agreement, as applicable.

SECTION 7 No Waiver. No failure or delay on the part of the Lender in exercising any right, power, privilege or remedy may be, or may be deemed to be, a waiver thereof, nor may any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of the same or any other right, power, privilege or remedy. No waiver shall be effective unless it is in writing and signed by an officer of the Lender.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

SECTION 9 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Grantor and the Lender and their respective successors and assigns, except that the Grantor may not assign its rights hereunder or any interest herein without the prior written consent of the Lender, and if the Lender intends to assign its rights hereunder or any interest herein, then, so long as no Event of Default has occurred and is then continuing, Lender shall use its best efforts to give the Grantor written notice thereof of not less than thirty (30) days prior to the effective date of such assignment.

SECTION 10 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN CALIFORNIA.**

SECTION 11 Entire Agreement; Amendment. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified except in accordance with Section 9.2 of the Loan Agreement. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and supersedes all prior agreements, written or oral, on the subject matter hereof.

SECTION 12 Severability. Any provision in this Agreement that is held to be inoperative, unenforceable or invalid as to the Grantor or in any jurisdiction shall, as to that Grantor or jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions or the operation, enforceability or validity of that provision as to any other party or in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

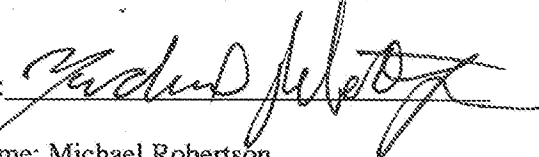
SECTION 13 Counterparts. (a) This Agreement may be executed in any number of counterparts and any party hereto or thereto may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement when taken together will be deemed to be but one and the same instrument and (b) execution of any such counterpart may be evidenced by a telecopier or electronic transmission of the signature of such party. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

THE APPLICANT MANAGER, LLC

By: 

Name: Michael Robertson

Title: Chief Executive Officer

LENDER:

MUFG UNION BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

THE APPLICANT MANAGER, LLC

By: _____

Name: _____

Title: _____

LENDER:

MUFG UNION BANK, N.A.

By: / Christian Sumulong / _____

Name: Christian Sumulong

Title: Director

SCHEDULE A

Registered U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Owner	Mark
4489828	02/25/2014	08/04/2013	The Applicant Manager, LLC	THE APPLICANTMANAGER