

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM609178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liminex, Inc.		11/16/2020	Corporation: DELAWARE
Pear Deck, Inc.		11/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as collateral agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4825108	GOGUARDIAN	
<b>Registration Number:</b>	5389850		
<b>Registration Number:</b>	4937253	PEAR DECK	
<b>Registration Number:</b>	6180421		
<b>Registration Number:</b>	5686886	FLASHCARD FACTORY	
<b>Registration Number:</b>	5882839		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0119-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		

CH \$165.00 4825108

<b>DATE SIGNED:</b>	11/17/2020
<b>Total Attachments: 6</b> source=Project Desk - Trademark Security Agreement [Executed]#page1.tif source=Project Desk - Trademark Security Agreement [Executed]#page2.tif source=Project Desk - Trademark Security Agreement [Executed]#page3.tif source=Project Desk - Trademark Security Agreement [Executed]#page4.tif source=Project Desk - Trademark Security Agreement [Executed]#page5.tif source=Project Desk - Trademark Security Agreement [Executed]#page6.tif	

## **Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2020 (this “Agreement”), among Liminex, Inc., a Delaware corporation, Pear Deck, Inc., a Delaware corporation (the “Grantors” and each a “Grantor”) and Golub Capital LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GoGuardian Intermediate, LLC, a Delaware limited liability company (“Holdings”), Liminex, Inc., a Delaware corporation, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Golub Capital LLC, as the administrative agent, and (b) the Collateral Agreement dated as of November 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, 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. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent

shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

Very truly yours,

**LIMINEX, INC.,**  
a Delaware corporation



By: \_\_\_\_\_  
Name: Advait Shinde  
Title: Chief Executive Officer

**PEAR DECK, INC.,**  
a Delaware corporation



By: \_\_\_\_\_  
Name: Advait Shinde  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


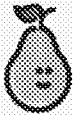


**GOLUB CAPITAL LLC, as  
Collateral Agent**

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director


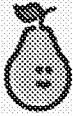
**SCHEDULE I**  
**TRADEMARKS**

Trademark Registrations:

Mark	Country	Reg. No.	Reg. Date	Owner
GOGUARDIAN	United States	4825108	Oct-06-2015	Liminex, Inc.
GOGUARDIAN	European Union	016560393	Aug-09-2017	Liminex, Inc.
GOGUARDIAN	United Kingdom	3223390	Jun-23-2017	Liminex, Inc.
Shield Design 	United States	5389850	Jan-30-2018	Liminex, Inc.
Shield Design 	Madrid Protocol Designated Jurisdictions: Australia, European Union, United Kingdom	1374673	Sep-20-2017	Liminex, Inc.
Shield Design 	Australia (via Madrid Protocol)	International Registration No. 1374673	Sep-20-2017	Liminex, Inc.
Shield Design 	European Union (via Madrid Protocol)	International Registration No. 1374673	Sep-20-2017	Liminex, Inc.
Shield Design 	United Kingdom (via Madrid Protocol)	International Registration No. 1374673	Sep-20-2017	Liminex, Inc.
PEAR DECK	United States	4937253	Apr-12-2016	Pear Deck, Inc.
DESIGN ONLY	United States	6180421	Oct-20-2020	Pear Deck, Inc.

Mark	Country	Reg. No.	Reg. Date	Owner
				
FLASHCARD FACTORY	United States	5686886	Feb-26-2019	Pear Deck, Inc.
DESIGN ONLY 	United States	5882839	Oct-15-2019	Pear Deck, Inc.
DESIGN ONLY 	Australia	1799278	Sep-27-2016	Pear Deck, Inc.
DESIGN ONLY 	European Union	018051167	Aug-28-2019	Pear Deck, Inc.

Trademark Applications:

Mark	Country	Appl. No.	Appl. Date	Owner
GOGUARDIAN	Canada	1858876	Sep-21-2017	Liminex, Inc.
	Canada	1858878	Sep-21-2017	Liminex, Inc.
PEAR DESIGN 	Canada	1957997	Apr-17-2019	Pear Deck, Inc.