# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM613354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
1WorldSync, Inc.		12/09/2020	Corporation: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark		
Registration Number: 3992313		CONTENTCAST		
Registration Number:	3992314	CONTENTCAST		
Registration Number:	4874548	CHANNELONLINE		
Registration Number: 4981660		CHANNELONLINE		
Registration Number: 5184212		DATASOURCE CONSULTING		
Registration Number:	5221775	DATASOURCE		
Registration Number: 5332952		DATASOURCE		
Serial Number: 87179536		DATASOURCE		

#### **CORRESPONDENCE DATA**

Fax Number: 7044448857

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.

Phone: 7043432104

Email: twitcher@mcguirewoods.com Terry L. Witcher, Senior Paralegal **Correspondent Name:** 

McGuireWoods LLP Address Line 1:

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher, Senior Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		

DATE SIGNED:	12/09/2020					
Total Attachments: 5						
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of December 9, 2020, is made by 1WorldSync, Inc., a Delaware corporation ("<u>Grantor</u>"), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "<u>Administrative Agent</u>").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of July 8, 2019, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.
- 2. <u>Grant of Security Interest</u>. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and grants to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

3. <u>Purpose</u>. This 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 hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

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- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.
- 6. <u>Governing Law.</u> THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

I WORLDSY,NC, INC., as Grantor

By: V / V
Name: Morad Ethafed

Title: Treasurer

BARINGS FINANCE LLC, as Administrative Agent

By: \_\_\_\_\_\_Name: L. Max Mc Ewen

Title: Managing Director

 $1WS\ Intermediate, Inc.\\ Trademark\ Security\ Agreement (1World\ Sync,\ Inc.)\\ Signature\ Page$ 

### SCHEDULE 1

TO

### TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

### 1. REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	GRANTOR	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE
United States of America	CONTENTCAST	1WorldSync, Inc.	Registered	85058733	3992313	9-Jun-10	12-Jul-11
United States of America	CONTENTCAST	1WorldSync, Inc.	Registered	85058736	3992314	9-Jun-10	12-Jul-11
United States of America	CHANNELONLINE	1WorldSync, Inc.	Registered	86713284	4874548	3-Aug-15	22-Dec-15
United States of America	CHANNELONLINE	1WorldSync, Inc.	Registered	86713310	4981660	3-Aug-15	21-Jun-16
United States of America	DATASOURCE CONSULTING	1WorldSync, Inc.	Registered	86463798	5184212	25-Nov-14	18-Apr-17
United States of America	DATASOURCE	1WorldSync, Inc.	Registered	87179528	5221775	22-Sep-16	13-Jun-17
United States of America	DATASOURCE	1WorldSync, Inc.	Registered	87179540	5332952	22-Sep-16	14-Nov-17

### 2. TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	GRANTOR	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE
United States of America	DATASOURCE	1WorldSync, Inc.	Pending	87179536		22-Sep-16	

## 3. TRADEMARK LICENSES

None.

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**RECORDED: 12/09/2020**