

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soroc Data Services Limited		12/21/2020	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88735703	SOROC	
Serial Number:	88735714	SOROC	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,fan.yang@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	12/21/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 21st day of December, 2020, by and among the grantor listed on the signature pages hereof (“**Grantor**”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company (“**White Oak**”), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of December 21, 2020 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among **SOROC TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company (“**Holdings**”), **SOROC CANADIAN BUYERCO INC.**, an Ontario corporation (“**Canadian Purchaser**”), **RC DATA CORP.**, an Ontario corporation (“**RC Data**”), **SOROC HOLDINGS INC.**, an Ontario corporation (“**Canadian Holdings**”), **SOROC TECHNOLOGY INC.**, an Ontario corporation (“**Technology Canada**”; Holdings, Canadian Purchaser, RC Data, Canadian Holdings and Technology Canada, together with any other Person joined thereto as a borrower from time to time, each, a “**Borrower**” and, collectively, the “**Borrowers**”), **SOROC PARENT GUARANTOR INC.**, a Delaware corporation (“**Parent**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Canadian Guaranty and Security Agreement, dated as of December 21, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lending 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants to Agent, for the benefit each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following (except to the extent any of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Grantor to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows.]

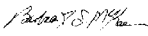
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SOROC DATA SERVICES LIMITED,
an Ontario corporation


By: *Timothy Liu*
Name: Timothy Liu
Title: Secretary

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company, as Agent

By: 
Name: Barbara J. S. McKee
Title: Managing Partner

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Soroc Data Services Limited	US	SOROC	88735703	December 20, 2019
Soroc Data Services Limited	US		88735714	December 20, 2019

Trademark Licenses

None