

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REAL GREEN SYSTEMS, LLC		12/23/2020	Limited Liability Company: DELAWARE
SERVICEBOT INC.		12/23/2020	Corporation: MICHIGAN
SHELTON ANALYTICS, LLC		12/23/2020	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3662166	CUSTOMER ASSISTANT
Registration Number:	4578720	REAL GREEN
Registration Number:	4788086	REAL GREEN
Registration Number:	4970797	MOBILE LIVE
Registration Number:	4986897	TRUCK ASSISTANT
Registration Number:	4988799	AUTOMATED MARKETING ASSISTANT
Registration Number:	4993483	AUTOMATED MARKETING ASSISTANT
Registration Number:	4997983	REMARKABLE GROWTH SIMPLIFIED
Registration Number:	5026255	G REALGREEN.MARKETING
Registration Number:	5027273	MYCOMMANDCENTER
Registration Number:	5033478	MEASUREMENT ASSISTANT
Registration Number:	5067145	SERVICE ASSISTANT
Registration Number:	5071761	MEASUREMENT ASSISTANT
Registration Number:	5076462	SERVICE ASSISTANT
Registration Number:	5098825	ONE STEP SALES
Registration Number:	5219928	RGNINJA

OP \$590.00 3662166

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5845918	QUICK FIT SCHEDULING
Registration Number:	5279392	FORGELY
Registration Number:	5279393	SPROWT
Serial Number:	90019948	PROSPECT SMART
Serial Number:	88597237	LAWNBOT
Serial Number:	88726726	SERVICEBOT
Serial Number:	88896837	PESTBOT

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1307400
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	12/23/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2020, by and between **REAL GREEN SYSTEMS, LLC**, a Delaware limited liability company (“*Borrower*”), **SHELTON ANALYTICS, LLC**, a North Carolina limited liability company (“*CoalMarch*”), **SERVICEBOT INC.**, a Michigan corporation (“*LawnBot*”, and together with CoalMarch and Real Green, collectively, the “*Grantors*” and each individually a “*Grantor*”), and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 23, 2020, by and among Borrower, Real Green Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Real Green ES, LLC, a Delaware limited liability company (“*Real Green Blocker*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB and the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, each of the Grantors, Real Green Blocker and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that each of the Grantors, Real Green Blocker and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor, Real Green Blocker and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor, Real Green Blocker and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s, Real Green Blocker’s and Holdings’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

REAL GREEN SYSTEMS, LLC



By: _____
Name: Stewart Lynn
Title: Vice President

SHELTON ANALYTICS, LLC



By: _____
Name: Stewart Lynn
Title: Vice President

SERVICEBOT INC.



By: _____
Name: Stewart Lynn
Title: Vice President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: *Jonathan Wolfert*
Name: Jonathan Wolfert
Title: Vice President

EXHIBIT A
COPYRIGHTS

Registered Copyrights

Grantor	Work of Authorship	Jurisdiction	Registration No.	Registration Date
Real Green Systems, LLC	Service Assistant	United States	TX0008354872	04-14-2017
Shelton Analytics, LLC	N/A	N/A	N/A	N/A
Servicebot Inc.	N/A	N/A	N/A	N/A

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

EXHIBIT B

PATENTS

Issued Patents

None

Pending Patent Applications

None

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None

EXHIBIT C
TRADEMARKS

Registered Trademarks

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
Real Green Systems, LLC	CUSTOMER ASSISTANT	United States	3662166	07-28-2009
	REAL GREEN	United States	4578720	08-05-2014
	REAL GREEN	United States	4788086	08-11-2015
	MOBILE LIVE	United States	4970797	05-31-2016
	TRUCK ASSISTANT	United States	4986897	06-28-2016
	AUTOMATED MARKETING ASSISTANT	United States	4988799	06-28-2016
	AUTOMATED MARKETNG ASSISTANT	United States	4993483	07-05-2016
	REMARKABLE GROWTH SIMPLIFIED	United States	4997983	07-12-2016
	RealGreen.MARKETING (and Design)	United States	5026255	08-23-2016
	MYCOMMANDCENTER	United States	5027273	08-23-2016
	MEASUREMENT ASSISTANT	United States	5033478	08-30-2016
	SERVICE ASSISTANT	United States	5067145	10-25-2016
	MEASUREMENT ASSISTANT	United States	5071761	11-01-2016
	SERVICE ASSISTANT	United States	5076462	11-08-2016
	ONE STEP SALES	United States	5098825	12-13-2016
	RGNINJA (stylized)	United States	5219928	06-06-2017
QUICK FIT SCHEDULING	United States	5845918	06-06-2017	
Shelton Analytics, LLC*	FORGERLY	United States	5279392	09-05-2017
	SPROWT	United States	5279393	09-05-2017

* Owned in the name of Coacmarch Productions, LLC, which is a d/b/a.

Pending Trademark Applications

Grantor	Mark	Jurisdiction	Application No.	Filing Date
Real Green Systems, LLC	PROSPECT SMART	United States	90019948	06-25-2020
Shelton Analytics, LLC	N/A	N/A	N/A	N/A
Servicebot Inc.	LAWNBOT	United States	88/597,237	08-29-2019
	SERVICEBOT	United States	88/726,726	12-13-2019
	PESTBOT	United States	88/896,837	05-01-2020

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None