

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617622

<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>
Velocity Technology Solutions, Inc.		12/30/2020	Corporation: DELAWARE
NaviSite LLC		12/30/2020	Limited Liability Company: DELAWARE
Alabanza LLC		12/30/2020	Limited Liability Company: DELAWARE
ClearDB Inc.		12/30/2020	Corporation: DELAWARE
DICKINSON & ASSOCIATES, INC.		12/30/2020	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as Administrative Agent		
<b>Street Address:</b>	E&Y Tower, 222 Bay Street, 15th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87537668	CLOUD ERP SUPERSTORE	
<b>Serial Number:</b>	77503573	DIGITAL CONCOURSE	
<b>Serial Number:</b>	78831234	DIGITALCONCOURSE	
<b>Serial Number:</b>	87537660	ERP CLOUD SUPERSTORE	
<b>Serial Number:</b>	85800740	ERP IN THE CLOUD COMPANY	
<b>Serial Number:</b>	87537666	ERP IN THE CLOUD SUPERSTORE	
<b>Serial Number:</b>	86873062	VCAMP	
<b>Serial Number:</b>	86873094	VCAMP POWERED BY VELOCITY ZOOM	
<b>Serial Number:</b>	86873042	VCAMP POWERED BY ZOOM	
<b>Serial Number:</b>	76452883	VELOCITY	
<b>Serial Number:</b>	86282827	VELOCITY	
<b>Serial Number:</b>	86894768	VELOCITY CLOUD APPLICATION MANAGEMENT PL	
<b>Serial Number:</b>	86325460	VELOCITY EXPERIENCE	
<b>TRADEMARK</b>			

CH \$990.00 87537668

Property Type	Number	Word Mark
Serial Number:	76452894	VELOCITY OUTSOURCING
Serial Number:	87776104	VELOCITY SMART MODEL
Serial Number:	86267555	VELOCITY TECHNOLOGY SOLUTIONS
Serial Number:	86084150	VELOCITY ZOOM
Serial Number:	86547185	VELOCITYCLOUD
Serial Number:	86882115	ZOOM NOTIFY
Serial Number:	87399662	ZOOM REHEARSE
Serial Number:	85710934	RDX
Serial Number:	85710910	RDX
Serial Number:	85710922	
Serial Number:	86297441	ALL THINGS CLOUD AND BEYOND.
Serial Number:	76575403	CONTENTXPRESS
Serial Number:	76575405	DBXPRESS
Serial Number:	77822384	NAVICLOUD
Serial Number:	86172751	NAVICLOUD DIRECTOR
Serial Number:	75629506	NAVISITE
Serial Number:	75471414	NAVISITE
Serial Number:	87308555	NAVISITE
Serial Number:	77843513	NAVISITE
Serial Number:	75455179	NAVISITE
Serial Number:	76574373	SITEXPRESS
Serial Number:	76575404	CARTXPRESS
Serial Number:	87214342	SHIPSELECT
Serial Number:	87435374	AVENTRA
Serial Number:	86968784	AVENTRA
Serial Number:	87435349	A

#### 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:** 2123186532

**Email:** alanagramer@paulhastings.com

**Correspondent Name:** Alana Gramer

**Address Line 1:** 200 Park Avenue

**Address Line 2:** c/o Paul Hastings LLP

**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer

<b>DATE SIGNED:</b>	12/30/2020
<b>Total Attachments: 12</b> source=Navisite - First Lien Trademark Security Agreement (Executed)#page1.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page2.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page3.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page4.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page5.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page6.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page7.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page8.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page9.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page10.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page11.tif source=Navisite - First Lien Trademark Security Agreement (Executed)#page12.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Toronto Dominion (Texas) LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, NaviSite LLC, a Delaware limited liability company, and certain other Grantors are party to a Security Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including the United

States registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 5. COUNTERPARTS**


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

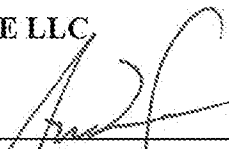
[Remainder of page intentionally left blank]

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

**VELOCITY TECHNOLOGY SOLUTIONS, INC.**

By:   
Name: Art Green  
Title: Chief Financial Officer


**NAVISITE LLC**

By:   
Name: Art Green  
Title: Chief Financial Officer

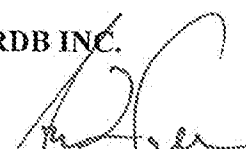
**ALABANZA LLC**

By:   
Name: Art Green  
Title: Chief Financial Officer

**DICKINSON & ASSOCIATES, INC.**

By:   
Name: Art Green  
Title: Chief Financial Officer

**CLEARDB INC.**

By:   
Name: Art Green  
Title: Chief Financial Officer

**TORONTO DOMINION (TEXAS) LLC,**  
as Administrative Agent

By: \_\_\_\_\_

Name: Hughroy Ennis

Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement]*



**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

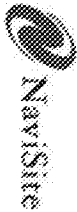
<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
CLOUD ERP SUPERSTORE	United States of America	87/537668	Jul-21-2017			Application allowed	Velocity Technology Solutions, Inc.
DIGITAL CONCOURSE	United States of America	77/503573	Jun-19-2008	3762113	Mar-23-2010	Registered	Velocity Technology Solutions, Inc.
DIGITALCONCO URSE	United States of America	78/831234	Mar-07-2006	3436006	May-27-2008	Registered	Velocity Technology Solutions, Inc.
ERP CLOUD SUPERSTORE	United States of America	87/537660	Jul-21-2017			Application allowed	Velocity Technology Solutions, Inc.


Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
ERP IN THE CLOUD COMPANY	United States of America	85/800740	Dec-12-2012	4565674	Jul-08-2014	Registered	Velocity Technology Solutions, Inc.
ERP IN THE CLOUD SUPERSTORE	United States of America	87/537666	Jul-21-2017			Application allowed	Velocity Technology Solutions, Inc.
VCAMP	United States of America	86/873062	Jan-12-2016	5307290	Oct-10-2017	Registered	Velocity Technology Solutions, Inc.
VCAMP POWERED BY VELOCITY ZOOM	United States of America	86/873094	Jan-12-2016	5433885	Mar-27-2018	Registered	Velocity Technology Solutions, Inc.
VCAMP POWERED BY ZOOM	United States of America	86/873042	Jan-12-2016	5307289	Oct-10-2017	Registered	Velocity Technology Solutions, Inc.
VELOCITY	United States of America	76/452883	Sep-20-2002	3233807	Apr-24-2007	Registered	Velocity Technology Solutions, Inc.

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
VELOCITY (AND DESIGN)	United States of America	86/282827	May-15- 2014	4710971	Mar-31-2015	Registered	Velocity Technology Solutions, Inc.
VELOCITY CLOUD APPLICATION MANAGEMENT PLATFORM	United States of America	86/894768	Feb-02-2016	5346890	Nov-28-2017	Registered	Velocity Technology Solutions, Inc.
VELOCITY EXPERIENCE	United States of America	86/325460	Jul-01-2014	4989179	Jun-28-2016	Registered	Velocity Technology Solutions, Inc.
VELOCITY OUTSOURCING	United States of America	76/452894	Sep-20-2002	3216091	Mar-06-2007	Registered	Velocity Technology Solutions, Inc.
VELOCITY SMART MODEL	United States of America	87/776104	Jan-30-2018			Application allowed	Velocity Technology Solutions, Inc.
VELOCITY TECHNOLOGY SOLUTIONS	United States of America	86/267555	Apr-30-2014	4715020	Apr-07-2015	Registered	Velocity Technology Solutions, Inc.

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
VELOCITY ZOOM	United States of America	86/084150	Oct-07-2013	4860258	Nov-24-2015	Registered	Velocity Technology Solutions, Inc.
VELOCITYCLO UD	United States of America	86/547185	Feb-26-2015	5601567	Nov-06-2018	Registered	Velocity Technology Solutions, Inc.
ZOOM NOTIFY	United States of America	86/882115	Jan-21-2016	5330360	Nov-07-2017	Registered	Velocity Technology Solutions, Inc.
ZOOM REHEARSE	United States of America	87/399662	Apr-05-2017	5908581	Nov-12-2019	Registered	Velocity Technology Solutions, Inc.
RDX (and design)	United States of America	85710934	8/23/2012	5032103	8/30/2016	Registered	Remote DBA Experts, LLC
RDX	United States of America	85710910	8/23/2012	5032102	8/30/2016	Registered	Remote DBA Experts, LLC
rectangle design	United States of America	85710922	8/23/2012	4467328	1/14/2014	Registered	Remote DBA Experts, LLC

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
<u>ALL THINGS</u> <u>CLOUD AND</u> <u>BEYOND.</u>	United States of America	86297441	02-Jun-2014	4667342	06-Jan-2015	Registered	NaviSite LLC
<u>CONTENTXP</u> <u>RESS</u> <u>(Stylized)</u>	United States of America	76575403	13-Feb-2004	2960658	07-Jun-2005	Registered	Albanza LLC
<u>DBXPRESS</u> <u>(Stylized)</u>	United States of America	76575405	13-Feb-2004	2960660	07-Jun-2005	Registered	Albanza LLC
<u>NAVICLOUD</u>	United States of America	77822384	09-Sep-2009	3833961	17-Aug-2010	Registered	NaviSite LLC
<u>NAVICLOUD</u> <u>DIRECTOR</u>	United States of America	86172751	23-Jan-2014	4588686	19-Aug-2014	Registered	NaviSite LLC

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
<u>NAVISITE</u>	United States of America	75629506	28-Jan-1999	2445562	24-Apr-2001	Registered	Navisite LLC
<u>NAVISITE</u>	United States of America	75471414	17-Apr-1998	2470821	24-Jul-2001	Registered	Navisite LLC
<u>NAVISITE</u> (Stylized)	United States of America	87308555	20-Jan-2017	5410326	27-Feb-2018	Registered	Navisite LLC
<u>Navisite</u>							
<u>NAVISITE and Design</u>	United States of America	77843513	07-Oct-2009	3852534	28-Sep-2010	Registered	Navisite LLC
<u>Navisite</u>							
<u>NAVISITE and Design</u>	United States of America	75455179	23-Mar-1998	2256916	29-Jun-1999	Registered	Navisite LLC
 <u>Navisite</u>							

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
<u>SITEXPRESS</u>	United States of America	76574373	06-Feb-2004	3013667	08-Nov-2005	Registered	Alabanza LLC
<u>CARTEXPRESS</u>	United States of America	76575404	13-Feb-2004	2960659	07-Jun-2005	Registered	Alabanza LLC
SHIPSELECT	United States of America	87214342	25-Oct-2016	5262646	August 8, 2017	Registered	Dickinson & Associates, Inc.
AVENTRA	United States	87-435,374	3-May-2017	5652387	15-Jan-2019	Registered	ClearDB, Inc.
AVENTRA	United States	86968784	8-Apr-2016	5392397	30-Jan-2018	Registered	ClearDB Inc.
A 	United States	87435349	3-May-2017	5859701	17-Sep-2019	Registered	Clear DB, Inc.

TRADEMARK

REEL: 007151 FRAME: 0777

RECORDED: 12/30/2020