TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM621300

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CROSS MEDIA, LLC		01/20/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION		
Street Address:	436 Slater Road		
City:	New Britain		
State/Country:	CONNECTICUT		
Postal Code:	06053		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4929959	CROSS MEDIA, LLC
Registration Number:	4929961	CROSS MEDIA, LLC
Registration Number:	4518352	UNIFY

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com **Correspondent Name:** King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Charlotte, NORTH CAROLINA 28202 Address Line 4:

ATTORNEY DOCKET NUMBER: 06726.015043 NAME OF SUBMITTER: Moira Sheehan **SIGNATURE:** /Moira Sheehan/ **DATE SIGNED:** 01/20/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2021, is made by Cross Media, LLC, a Florida limited liability company (the "<u>Grantor</u>"), in favor of Webster Bank, National Association ("<u>Webster Bank</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 30, 2018 (as amended by that certain First Amendment to Credit Agreement, dated as of January 18, 2019 and that certain Second Amendment to Credit Agreement, dated as of April 1, 2020, and as the same may be further amended, restated, amended and restated, extended, refinanced, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Boston Logic Technology Partners, Inc., a Massachusetts corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 30, 2018, in favor of the Agent (as supplemented by that certain Joinder Agreement, dated as of the date hereof, and as the same may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent as follows:

- <u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):
- (a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;

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- (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.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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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.

CROSS MEDIA, LLC as Grantor

By:

Name: Déxter Johnson

Title: Secretary and Treasurer

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION

as Agent
DocuSigned by:

By: Scott Warden

Näme! Stoott Warden
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Description</u>	<u>Jurisdiction</u>	Registration	Registration	Registrant
		<u>Number</u>	<u>Date</u>	
		4929959	4/5/2016	Cross Media, LLC
Cross Media, LLC	United States			
Cross Media, μ.c.	United States	4929961	4/5/2016	Cross Media, LLC
mifŸ)	United States	4518352	4/22/2014	Cross Media, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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RECORDED: 01/20/2021