

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSC Helium, LLC		02/10/2021	Limited Liability Company: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4678810	GOSPOTCHECK	
Registration Number:	6003659		
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1328452		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	02/16/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 10, 2021 by and between the Grantor listed on the signature page hereto (the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 20, 2019, as amended by that certain First Amendment to Credit Agreement, dated as of December 11, 2020, by and among UNICRON INTERMEDIATE, LLC, a Delaware limited liability company (“*Ultimate Parent*”), OPTIMUS PARENT, LLC, a Delaware limited liability company (“*Parent*”), OPTIMUS HOLDCO, INC., a Delaware corporation (“*WorldApp Holdings*”), WORLDAPP, INC., a Delaware corporation (“*WorldApp*”) and, together with Parent and WorldApp Holdings, collectively, the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SVB, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as may be further 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 or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of December 20, 2019 (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and the Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor 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, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks

listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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 and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (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:

GSC HELIUM, LLC

By: _____

Name: Kevin Ma

Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007194 FRAME: 0016

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Matthew Crismond

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Publication Date</u>	<u>Registered Owner</u>	<u>Patent</u>
GSC Helium, LLC	USA	16/734,183	7/9/2020	GoSpotCheck, Inc.	Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device

Pending Patent Applications



<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registered Owner</u>	<u>Patent</u>
GSC Helium, LLC	USA	62/788,895	1/6/2019	GoSpotCheck, Inc.	Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device
GSC Helium, LLC	USA	62/791543	1/11/2019	GoSpotCheck, Inc.	Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device
GSC Helium, LLC	PCT	PCT/US20/12262	1/3/2020	GoSpotCheck, Inc.	Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
GSC Helium, LLC	United States	4,678,810	1/27/15	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Australia	1247506/1694974	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Colombia	1247506/529917	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	EU (EUTM & RCD)	1247506	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Japan	2015355294	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Russia	1247506	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Sweden	1247506	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Singapore	40201508679 R	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK
GSC Helium, LLC	Turkey	1247506	12/23/14	GoSpotCheck, Inc.	GSPOTCHECK

GSC Helium, LLC	Turkey	2015/47530	5/20/2016	GoSpotCheck, Inc.	gospotcheck
GSC Helium, LLC	WIPO	1247506	12/23/14	GoSpotCheck, Inc.	GOSPOTCHECK
GSC Helium, LLC	Canada	TMA954006	11/1/16	GoSpotCheck, Inc.	GOSPOTCHECK
GSC Helium, LLC	United States	6003659	3/3/20	GoSpotCheck, Inc.	DESIGN (GoSpotCheck Logo) 
GSC Helium, LLC	WIPO	1492038	3/17/2020	GoSpotCheck, Inc.	DESIGN (GoSpotCheck Logo) 
GSC Helium, LLC	Mexico	1641046	5/30/2016	GoSpotCheck, Inc.	GOSPOTCHECK
GSC Helium, LLC	Mexico	1641045	5/30/2016	GoSpotCheck, Inc.	GOSPOTCHECK

Pending Trademark Applications

None.

ny-2063430