

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
fatbeam, LLC		02/22/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	500 W. 5th Street		
Internal Address:	Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90160865	CLOUDBEAM	
Serial Number:	90158065	CLOUDBEAM	
Serial Number:	85404972	FATBEAM	
Serial Number:	85405048	FATBEAM	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	02/22/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 22, 2021 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the "Collateral Agent") for the.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of February 22, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **FATBEAM, LLC**, a Washington limited liability company (the "Borrower"), **FATBEAM HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **CERTAIN SUBSIDIARIES OF HOLDINGS** party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the "Lenders"), **AB PRIVATE CREDIT INVESTORS LLC**, as Administrative Agent, and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of February 22, 2021, by and among the Grantors and the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement) a security interest in and continuing Lien on the Collateral of such Grantor, as security for the payment and performance in full of all Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the payment and performance in full of all Secured Obligations, hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Annex A attached hereto, including all of the goodwill of the business connected with the use of and symbolized by the foregoing and all extensions or renewals of any of the foregoing; and

(b) all products and Proceeds of the foregoing, including the right to sue for past, present and future infringement or dilution of any Trademark or for any injury to such goodwill and claims, damages, and proceeds of suit.

Notwithstanding anything herein to the contrary, (i) in no event shall the Collateral include or the security interest granted under Section 2 attach to any Excluded Property, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), 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 such trademark application or Trademark under applicable law.

Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Collateral Agent shall not assume any responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

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; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Consent to Jurisdiction; Waiver of Jury Trial. **SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.**

Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Secured Cash Services Agreements and Secured Rate Contracts) in accordance

with the provisions of the Credit Agreement, upon Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

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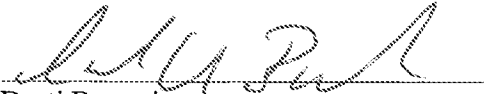
Exhibit C-2

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.

FATBEAM, LLC, as Grantor

By: Fatbeam Holdings, LLC, its sole member

By: SDC FB Holdings, LLC, its sole member

By: 

Name: Dusti Burmeister

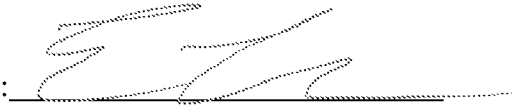
Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____



Name: Evan Cohen

Title: Vice President

ANNEX A

Trademark Registrations/Applications



Grantor	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Fatbeam, LLC	U.S.		90160865	9/4/2020	N/A	N/A
Fatbeam, LLC	U.S.	Cloudbeam	90158065	9/3/2020	N/A	N/A
Fatbeam, LLC	U.S.		85404972	2/7/2012	4131669	4/24/12
Fatbeam, LLC	U.S.	fatbeam	85405048	8/23/11	4131677	4/24/12

Exhibit C-5

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RECORDED: 02/22/2021

TRADEMARK
REEL: 007199 FRAME: 0216