

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubicon Technologies, LLC		03/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pathlight Capital LP		
Street Address:	18 Shipyard Drive		
Internal Address:	Suite 2C		
City:	Hingham		
State/Country:	MASSACHUSETTS		
Postal Code:	02043		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5863489	RRR RUBICON	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010878-0017		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	03/25/2021		
Total Attachments: 5			
source=Pathlight - Rubicon - Trademark Security Agreement (Executed)#page1.tif			
source=Pathlight - Rubicon - Trademark Security Agreement (Executed)#page2.tif			

OP \$40.00 5863489

source=Pathlight - Rubicon - Trademark Security Agreement (Executed)#page3.tif

source=Pathlight - Rubicon - Trademark Security Agreement (Executed)#page4.tif

source=Pathlight - Rubicon - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 24, 2021, by and among **RUBICON TECHNOLOGIES, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **PATHLIGHT CAPITAL LP**, a Delaware limited partnership, as agent for the Lenders (in such capacity, “**Agent**”) under the Loan Agreement (as defined herein).

RECITALS

A. The Grantor, the other Loan Party Obligors party thereto from time to time, the Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement, dated as of March 29, 2019 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of February 27, 2020, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of the date hereof, and as may be further amended and restated, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans to the Borrowers as provided therein.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office (“**USPTO**”).

C. Pursuant to the Loan Agreement, the Grantor has granted to the Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of the Grantor, including in the Trademark Collateral (as defined below), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, the Agent shall promptly, following written request by the Grantor, execute, acknowledge, and deliver to the Grantor all instruments reasonably requested by the Grantor necessary to release the Agent’s security interest in the Trademark Collateral (as defined below) acquired under the Loan Agreement and this Agreement.

2. The Grantor hereby grants to the Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive

trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 attached hereto (items (a) and (b) being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of the Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

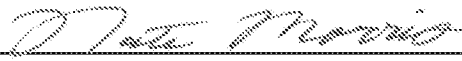
This security interest and lien is granted in conjunction with the security interests and liens granted to the Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RUBICON TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Nate Morris, CEO
Title:

Acknowledged by:

PATHLIGHT CAPITAL LP,
as Agent

By: 

Name: Matthew Williams

Title: Managing Director

[Rubicon – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007233 FRAME: 0709

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Title	App. No.	Country	Reg. No.	Status
RUBICON & RRR DESIGN	87201055	United States	5863489	Issued