

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHIFTKEY, LLC		03/17/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
Street Address:	111 S. WACKER DRIVE, 36TH FL		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6265457	SHIFTKEY	
Serial Number:	90297329	S	
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:	312-577-8574		
Email:	humberto.aquino@katten.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	386565-00199		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	03/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of March 17, 2021, by ShiftKey, LLC, a Texas limited liability company (“Grantor”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of March 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “Loans”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of March 17, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SHIFTKEY, LLC, a Texas limited liability company

DocuSigned by:

David Berman

By: _____

Name: David Berman

Title: Vice President, Assistant Secretary and Assistant Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 007236 FRAME: 0368

Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Drew Guyette [Mar 16, 2023, 11:42 CDT]
Name: Drew Guyette
Title: Chief Credit Officer

Trademark Security Agreement

TRADEMARK
REEL: 007236 FRAME: 0369

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
S	90297329	11/04/2020	N/A	N/A
SHIFTKEY	90039766	07/07/2020	6265457	02/09/2021