

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MotionPoint Corporation		03/31/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Administrative Agent		
Street Address:	303 West Madison Street		
Internal Address:	Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4592977	GLOBALNIMBUS	
Registration Number:	4592849	TRANSEND	
Registration Number:	4334800	TRANSALARM	
Registration Number:	4334801	TRANSLOCAL	
Registration Number:	4409444	TRM	
Registration Number:	4100405	TOTAL RETURN METHODOLOGY	
Registration Number:	3903375	MOTIONPORTAL	
Registration Number:	3903376	EASYLINK	
Registration Number:	3731147	MOTIONPOINT	
Registration Number:	3220919	LANGUAGE LAYERING	
Registration Number:	2997537	TRANSSYNC	
Registration Number:	3004056	ONE-LINK DEPLOYMENT	
Registration Number:	2997538	TRANSSCOPE	
Registration Number:	2898999	TRANSMOTION	
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>			

CH \$365.00 4592977

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
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	03/31/2021
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Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021, is made by MotionPoint Corporation, a Florida corporation (the "Grantor"), in favor of Maranon Capital, L.P. ("Maranon"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Loan Parties, the Lenders and Maranon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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.

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

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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.

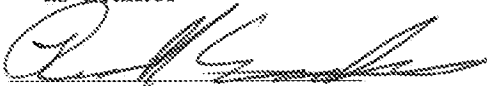
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

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

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.

Very truly yours,

MotionPoint Corporation
as Grantor

By: 

Name: Richard Erickson
Title: President

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.
as Administrative Agent

By: _____
Name:
Title:

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.

Very truly yours,

MotionPoint Corporation
as Grantor


By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.
as Administrative Agent

By:  _____

Name: Richard Jander

Title: Managing Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007239 FRAME: 0782

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
GLOBALNIMBUS	4592977	8/26/14
TRANSEND	4592849	8/26/14
TRANSALARM	4334800	5/14/13
TRANSLOCAL	4334801	5/14/13
TRM	4409444	10/1/13
TOTAL RETURN METHODOLOGY	4100405	2/14/12
MOTIONPORTAL	3903375	1/11/11
EASYLINK	3903376	1/11/11

TRADEMARK SECURITY AGREEMENT

Mark	Registration No.	Registration Date
MOTIONPOINT	3731147	12/29/09
LANGUAGE LAYERING	3220919	3/20/07
TRANSSYNC	2997537	9/20/05
ONE-LINK DEPLOYMENT	3004056	10/4/05
TRANSSCOPE	2997538	9/20/05
TRANSMOTION	2898999	11/2/04

TRADEMARK APPLICATIONS

None.

TRADEMARK SECURITY AGREEMENT

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RECORDED: 03/31/2021

TRADEMARK
REEL: 007239 FRAME: 0784