

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greenpages, Inc.		04/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4548341	GREENPAGES CLOUD MANAGEMENT FRAMEWORK
Registration Number:	4306484	CLOUDCYCLE
Registration Number:	4397160	CLOUDSCAPE
Registration Number:	4510614	CMAAS
Registration Number:	2630095	G
Registration Number:	3630898	G
Registration Number:	3630899	G
Registration Number:	3681732	GREEN IT
Registration Number:	2551550	GREENPAGES
Registration Number:	3630896	GREENPAGES
Registration Number:	3630894	GREENPAGES
Registration Number:	6120048	GREENPAGES CLOUD XCELERATOR PLATFORM
Registration Number:	5198155	GREENPAGES CLOUDBLOX
Registration Number:	5198156	GREENPAGES CLOUDBLOX
Registration Number:	5063378	GREENPAGES CLOUDLOGIC FRAMEWORK
Registration Number:	5063381	GREENPAGES CLOUDLOGIC FRAMEWORK
Registration Number:	4510615	GREENPAGES CMAAS
Registration Number:	3719908	GREENPAGES TECHNOLOGY SOLUTIONS

OP \$765.00 4548341

Property Type	Number	Word Mark
Registration Number:	3848484	GREENPAGES TECHNOLOGY SOLUTIONS
Registration Number:	4828287	GREENPAGES TECHNOLOGY SOLUTIONS PHYSICAL
Registration Number:	4828286	GREENPAGES TECHNOLOGY SOLUTIONS PHYSICAL
Registration Number:	4377203	HYBEAM
Registration Number:	4421507	LOGICSCARE
Registration Number:	4421508	LOGICSIQ
Registration Number:	4421504	LOGICSONE
Registration Number:	4421509	LOGICSONE
Registration Number:	4814358	PHYSICAL. VIRTUAL. CLOUD.
Registration Number:	4814359	PHYSICAL. VIRTUAL. CLOUD.
Registration Number:	5879229	RECON
Registration Number:	5879230	RECON

CORRESPONDENCE DATA

Fax Number: 2158325619
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.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-21011 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-21011
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/16/2021

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 8th day of April, 2021, by GREENPAGES, INC., a Delaware corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“Lender”).

WHEREAS, pursuant to that certain Channel Finance, Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), Lender and Wefi Technology Group, LLC, the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Lender pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Lender as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to Lender with respect to any such new IP Collateral as required under the Credit Agreement.¹ Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references

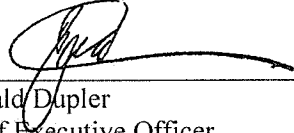
¹ NTD: Include any updates in Compliance Certificate.

herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

GREENPAGES, INC.

By: 
Name: Ronald Dupler
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007258 FRAME: 0006

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Title	Registration No.	Registration Date
eGPITS	TXu001760087	6/15/2011
vGPFS	TXu001760251	6/17/2011
vGPP2V	TXu001760059	6/15/2011
vGPSRM	TXu001759911	6/14/2011
vGPVCE	TXu001760281	6/16/2011
vGPVCE-	TXu001760122	6/15/2011
vGPVDI	TXu001759934	6/14/2011

II. Patents and Patent Applications

None.




III. Trademarks and Trademark Applications

a. Trademark Applications




Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
USA	GREENPAGES CLOUD MANAGEMENT FRAMEWORK	85714369	8/28/2012	4548341	6/10/2014	Registered, renewal filed on 12/3/2020

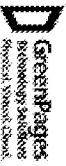
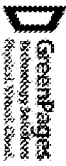

b. Trademarks

See attached.

Country	Trademark	Class/Good/Service	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next Filing Due	Status
USA	CLOUDCYCLE	42: Consulting services in the field of cloud computing	85522859	23 Jan 2012	4306484	19 Mar 2013	Renewal due: 19 Mar 2023	Registered
USA	CLOUDSCAPE	41: Education services, namely, seminars and workshops in the field of information technology 42: Consulting services in the field of information technology. Providing non-downloadable online software for use in managing cloud computing infrastructures and networks	85611502	30 Apr 2012	4397160	03 Sep 2013	Renewal due: 03 Sep 2023	Registered
USA	CMAAS	35: Retail store services, conducted by telephone and by multiple-user online global computer network, feature sales of computer hardware and software	86052108	30 Aug 2013	4510614	08 Apr 2014	Renewal due: 08 Apr 2024	Registered
USA		41: Education, namely, seminars and workshops in the field of information technology	76113275	21 Aug 2000	2630095	08 Oct 2002	Renewal due: 08 Oct 2022	Registered
USA		42: Information technology consultation services; computer network consultation, design and installation services; computer software development, design and installation services	77600926	27 Oct 2008	3630898	02 Jun 2009	Renewal due: 02 Jun 2029	Registered
USA		42: Information technology consultation services; computer network consultation, design and installation services; computer software development, design and installation services	77600930	27 Oct 2008	3630899	02 Jun 2009	Renewal due: 02 Jun 2029	Registered
USA	GREEN IT	42: Information technology consultation services; computer network consultation, design and installation services; computer software development, design and installation services	77600940	27 Oct 2008	3681732	08 Sep 2009	Renewal due: 08 Sep 2029	Registered
USA	GREENPAGES	35: Retail store services featuring computer hardware and software via internet and telephone	75745989	09 Jul 1999	2551550	26 Mar 2002	Renewal due: 26 Mar 2022	Registered
USA	GREENPAGES	41: Education, namely, seminars and workshops in the field of information technology	77600908	27 Oct 2008	3630896	02 Jun 2009	Renewal due: 02 Jun 2029	Registered
USA	GREENPAGES	42: Information technology consultation services; computer network consultation, design and installation services; computer	77600900	27 Oct 2008	3630894	02 Jun 2009	Renewal due: 02 Jun 2029	Registered

[Intellectual Property Security Agreement (Greenpages, Inc.)]
Schedule 1 – Page 2

		software development, design and installation services							
		42: Consulting services in the field of cloud computing; Providing a platform as a service (PaaS) featuring computer software platforms for use in managing cloud computing infrastructures and networks that provides users with secure multi-cloud technologies and provides users with the technical methodologies and business processes for deploying and implementing multi-cloud technologies							
#USA	GREENPAGES CLOUD ACCELERATOR PLATFORM		88441011	22 May 2019	6120048	04 Aug 2020	Sec 8 & 15 due: 04 Aug 2026	Registered	
USA	GREENPAGES CLOUDBLOX	42: Consulting services in the field of cloud computing	869332590	08 Mar 2016	5198155	09 May 2017	Sec 8 & 15 due: 09 May 2023	Registered	
USA	 GREENPAGES CLOUDLOGIC FRAMEWORK	42: Consulting services in the field of cloud computing	869332620	08 Mar 2016	5198156	09 May 2017	Sec 8 & 15 due: 09 May 2023	Registered	
USA	 GREENPAGES CLOUDLOGIC FRAMEWORK	42: Consulting services in the field of cloud computing	869332595	08 Mar 2016	5063378	18 Oct 2016	Sec 8 & 15 due: 18 Oct 2022	Registered	
USA	 GREENPAGES CLOUDLOGIC FRAMEWORK	42: Consulting services in the field of cloud computing	869332612	08 Mar 2016	5063381	18 Oct 2016	Sec 8 & 15 due: 18 Oct 2022	Registered	
USA	GREENPAGES CMAAS	42: Consulting services in the field of information technology; Providing non-downloadable online software for use in managing cloud computing infrastructures and networks	86052110	30 Aug 2013	4510615	08 Apr 2014	Renewal due: 08 Apr 2024	Registered	
USA	GREENPAGES TECHNOLOGY SOLUTIONS	41: Education, namely, seminars and workshops in the field of information technology 37: Computer network installation services	77654911	22 Jan 2009	3715968	01 Dec 2009	Renewal due: 01 Dec 2029	Registered	
USA	GREENPAGES TECHNOLOGY SOLUTIONS	42: Information technology consultation services; computer network consultation and design services; computer software development; design and installation services; computer installation services; computer	77654912	22 Jan 2009	3848484	14 Sep 2010	Renewal due: 14 Sep 2030	Registered	

		network software installation services							
USA		41: Education, namely, seminars and workshops in the field of information technology	86338584	16 Jul 2014	4828287	06 Oct 2015	Sec 8 & 15 due: 06 Oct 2021	Registered	
USA		42: Consulting services in the field of information technology. Providing non-downloadable online software for use in managing cloud computing infrastructures and networks	86338582	16 Jul 2014	4828286	06 Oct 2015	Sec 8 & 15 due: 06 Oct 2021	Registered	
USA	HYBEAM	39: Providing computer facilities for the storage of digital data	86485505	02 Dec 2011	4377203	30 Jul 2013	Renewal due: 30 Jul 2023	Registered	
USA	LOGICSCARE	42: Design and development of electronic data security systems; back-up services for computer data; computer disaster recovery services	85877336	15 Mar 2013	4421507	22 Oct 2013	Renewal due: 22 Oct 2023	Registered	
USA	LOGICSIQ	42: Consulting services in the field of virtualization technologies, data storage and cloud computing	85877344	15 Mar 2013	4421508	22 Oct 2013	Renewal due: 22 Oct 2023	Registered	
USA	LOGICSONE	42: Consulting services in the field of virtualization technologies, data storage and cloud computing	85877325	15 Mar 2013	4421504	22 Oct 2013	Renewal due: 22 Oct 2023	Registered	
USA		42: Consulting services in the field of virtualization technologies, data storage and cloud computing	85877359	15 Mar 2013	4421509	22 Oct 2013	Renewal due: 22 Oct 2023	Registered	
USA	PHYSICAL VIRTUAL CLOUD.	41: Education, namely, seminars and workshops in the field of information technology	86338591	16 Jul 2014	4814358	15 Sep 2015	Sec 8 & 15 due: 15 Sep 2021	Registered	
USA	PHYSICAL VIRTUAL CLOUD.	42: Consulting services in the field of information technology. Providing non-downloadable online software for use in managing cloud computing infrastructures and networks	86338594	16 Jul 2014	4814359	15 Sep 2015	Sec 8 & 15 due: 15 Sep 2021	Registered	
USA	RECON	42: Platform as a service (PaaS) featuring software platforms for use in business analytics, namely, data	86358554	27 Mar 2019	5879229	08 Oct 2019	Sec 8 & 15 due: 08 Oct 2025	Registered	

[Intellectual Property Security Agreement (Greenpages, Inc.)]
Schedule 1 – Page 4

		analysis for mergers and acquisitions, disaster recovery readiness, financial auditing and regulatory compliance						
USA	Greenpages	42: Platform as a service (PaaS) featuring software platforms for use in business analytics, namely, data analysis for mergers and acquisitions, disaster recovery readiness, financial auditing and regulatory compliance	88358563	27 Mar 2019	5879230	08 Oct 2019	Sec 8 & 15 due: 08 Oct 2025	Registered