

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accelerate360, LLC		05/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Encina Business Credit, LLC		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88637237	ACCELERATE	
Serial Number:	88637219	ACCELERATE	
Registration Number:	6063122		
Registration Number:	6165921	LIFETOGO	
Registration Number:	6171310	ACCELERATE YOUR BUSINESS	
Registration Number:	6218550	LIFETOGO	
Registration Number:	6218571	LIFETOGO	
Registration Number:	6218617	LIFETOGO	
Registration Number:	6165922		
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:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		

OP \$240.00 88637237

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2013013-0008
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	05/11/2021
Total Attachments: 5 source=Encina -- AC360 - Accelerate360 LLC - Grant of Security Interest in Trademarks#page1.tif source=Encina -- AC360 - Accelerate360 LLC - Grant of Security Interest in Trademarks#page2.tif source=Encina -- AC360 - Accelerate360 LLC - Grant of Security Interest in Trademarks#page3.tif source=Encina -- AC360 - Accelerate360 LLC - Grant of Security Interest in Trademarks#page4.tif source=Encina -- AC360 - Accelerate360 LLC - Grant of Security Interest in Trademarks#page5.tif	

**NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

May 7, 2021

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of May 7, 2021 (this "Trademark Security Agreement"), made by Accelerate360, LLC, a Delaware limited liability company (the "Grantor"), in favor of Encina Business Credit, LLC, in its capacity as agent for certain lenders (the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated May 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.
2. Grant of Security Interest. The Grantor does hereby pledge unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.
4. Recordation. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Collateral.

5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT 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. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS GRANT OF SECURITY INTEREST IN TRADEMARKS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature pages follow]

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

GRANTOR:

Accelerate360, LLC

DocuSigned by:

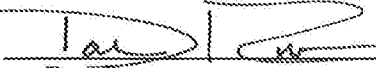
By 

Name: David Parry

Title: President & CEO

GRANTEE:

Encina Business Credit, LLC

By  _____

Name: Dan Ross



Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007287 FRAME: 0806

SCHEDULE 1

U.S. Trademark Registrations

Owner	Trademark	Registration Number	Registration Date
ACCELERATE360, LLC	 (Device Only)	6063122	26-May-20
ACCELERATE360, LLC	LIFETOGO	6165921	29-Sep-20
ACCELERATE360, LLC	ACCELERATE YOUR BUSINESS	6171310	6-Oct-20
ACCELERATE360, LLC	LIFETOGO	6218550	8-Dec-20
ACCELERATE360, LLC	LIFETOGO	6218571	8-Dec-20
ACCELERATE360, LLC	LIFETOGO	6218617	8-Dec-20
ACCELERATE360, LLC	 (Device Only)	6165922	29-Sep-20

U.S. Trademark Applications

Owner	Trademark	Application Number	Application Date
ACCELERATE360, LLC	 ACCELERATE	88637237	1-Oct-19
ACCELERATE360, LLC	ACCELERATE	88637219	1-Oct-19