

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexant, Inc.		05/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as administrative agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5027508	DSM CENTRAL	
Registration Number:	2895204	FLASH	
Registration Number:	4589117	GRID360	
Registration Number:	4487555	IENERGY	
Registration Number:	4384138	IENERGY	
Registration Number:	3798391	IHEDGE	
Registration Number:	2387648	NEXANT	
Registration Number:	2707778	NEXANT	
Registration Number:	4902299	NEXANTTHINKING	
Registration Number:	4914394	REIMAGINE TOMORROW	
Registration Number:	2889374	SCOPE	
Registration Number:	4711561	TRADE ALLY	
Registration Number:	2811438	TRADER BACKOFFICE	
Registration Number:	2483290	EXCELERGY	
Serial Number:	90612030	TRADE ALLY CONNECT	
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 \$390.00 5027508

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1785638-0097-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 05/11/2021

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 11th day of May, 2021, Nexant, Inc., a Delaware corporation ("*Grantor*") with its principal place of business and mailing address at 49 Stevenson Street, Suite 700, San Francisco, California 94105, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BMO Harris Bank N.A. ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Collateral Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as "*Agent*"), for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future (x) infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto, or by reason of (y) injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Guarantee and Collateral Agreement of even date herewith by and among Grantor, the other grantors from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Collateral Agreement*").

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.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Collateral Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York applicable to contracts made and to be performed entirely with such state, without regard to conflict of laws principles. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXANT, INC.

By: 

Name: Lauren Casentini

Title: President and Chief Executive Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 007288 FRAME: 0249

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.



By: _____

Name: Todd Meggos

Title: Managing Director

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Country	File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
DSM CENTRAL	United States of America	086767-0891685	Registered	86189298 Feb 10, 2014	5027508 Aug 23, 2016	Nexant, Inc.
FLASH	United States of America	086767-0633808	Registered	78189704 Nov 27, 2002	2895204 Oct 19, 2004	Nexant, Inc.
GRID360	United States of America	086767-0825028	Registered	85476405 Nov 18, 2011	4589117 Aug 19, 2014	Nexant, Inc.
IENERGY (and design) iEnergy	United States of America	086767-0874969	Registered	85928565 May 10, 2013	4487555 Feb 25, 2014	Nexant, Inc.
IENERGY (stylized) iEnergy	United States of America	086767-0768130	Registered	77714576 Apr 15, 2009	4384138 Aug 13, 2013	Nexant, Inc.
iHedge	United States of America	086767-0729883	Registered	77714299 Apr 15, 2009	3798391 Jun 8, 2010	Nexant, Inc.
NEXANT	United States of America	086767-0600022	Registered	75788040 Aug 30, 1999	2387648 Sep 19, 2000	Nexant, Inc.
NEXANT (STYLIZED) & DESIGN Nexant	United States of America	086767-0632244	Registered	76270932 Jun 12, 2001	2707778 Apr 15, 2003	Nexant, Inc.

NEXANTTHINKING	United States of America 086767-0888644	Registered	86066183 Sep 16, 2013	4902299 Feb 16, 2016	Nexant, Inc.
REIMAGINE TOMORROW	United States of America 086767-0906619	Registered	86265657 Apr 29, 2014	4914394 Mar 8, 2016	Nexant, Inc.
SCOPE	United States of America 086767-0676414	Registered	78975321 Nov 27, 2002	2889374 Sep 28, 2004	Nexant, Inc.
TRADE ALLY CONNECT	United States of America	Pending	90612030 Mar 30, 2021		Nexant, Inc.
TRADE ALLY	United States of America	Registered	86354149 July 31, 2014	4711561 March 31, 2015	NEXANT, INC.
TRADER BACKOFFICE	United States of America	Registered	76417955 June 5, 2002	2811438 February 3, 2004	Nexant, Inc.
EXCELERGY	United States of America	Registered	75735743 June 23, 1999	2483290 August 28, 2001	NEXANT, INC.