

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glimpse LLC		05/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCLEUP CREDIT ADVISORS LLC, as administrative agent		
Street Address:	548 Market Street		
Internal Address:	PMB 60874		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6039920	SKYLIGHT	
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>			
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21678483		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	05/20/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the signatory party hereto (the “Grantor”) in favor of CIRCLEUP CREDIT ADVISORS LLC, as administrative agent (the “Administrative Agent”) for all Lenders party to the Credit Agreement (as hereafter defined). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement (as hereafter defined).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, by and among Glimpse LLC, a Delaware limited liability company, as borrower, the Administrative Agent and the Lenders (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor granted to the Administrative Agent a continuing security interest in, among other Collateral, certain trademarks of the Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and any other appropriate governmental authorities.

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

Section 1 Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement. The Credit Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Administrative Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the trademarks and trademark licenses listed on Schedule A hereto (collectively, the “Trademark Collateral”) to secure the prompt and complete payment and performance of the Obligations. For clarity, no security interest is pledged, assigned or granted in any “intent-to-use” trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the USPTO; provided, however, that upon such filing and acceptance by the USPTO, such “intent-to-use” trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.

Section 4 Release and Termination. At the time provided in Section 11.14 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Administrative Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

Section 5 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and its successors and assigns.

Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7 Counterparts. This Agreement may be executed by electronic signature and shall become effective when it shall have been executed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic (i.e., 'pdf' or 'tif') format shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

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

GRANTOR:

GLIMPSE LLC

A handwritten signature in black ink, appearing to be 'MS', written over the company name.

By: _____

Name: Michael Segal

Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

CIRCLEUP CREDIT ADVISORS LLC,
as Administrative Agent

DocuSigned by:
By: Michael Poole
Name: Michael Poole
Title: MD, Credit

SCHEDULE A

TRADEMARK REGISTRATIONS AND LICENSES

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Date of Issuance	Jurisdiction
Glimpse LLC	SKYLIGHT	6039920	April 28, 2020	United States

TRADEMARK LICENSES

None.