

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red River Technology LLC		05/26/2021	Limited Liability Company: DELAWARE
Red River Managed Services LLC		05/26/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Commercial Distribution Finance, LLC		
Street Address:	1100 Abernathy Road NE		
Internal Address:	Floor 16, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4553083	ROCK THE RED	
Registration Number:	3646258	RED RIVER	
Registration Number:	3646259	RED RIVER	
Registration Number:	6190385	XDIA	
Registration Number:	5713530	CWPS CLOUD ASSIST	
Registration Number:	5338420	C	
Registration Number:	5251278	CWPS	
Registration Number:	4893394	CWPS CLOUD ASSIST	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$215.00 4553083

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: K. Terrell Hutchins

SIGNATURE: /K. Terrell Hutchins/

DATE SIGNED: 05/26/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 26, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC ("CDF") as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CLOUD PURCHASER LP, a Delaware limited partnership ("Holdings" and, until consummation of the Closing Date Assumption, the "Initial Borrower"), RED RIVER TECHNOLOGY LLC, a Delaware limited liability company (the "Company"), the Subsidiary Borrowers (as defined in the Credit Agreement) party thereto from time to time as Borrowers (together with the Company and, immediately after consummation of the Closing Date Assumption and, solely until the consummation of the Closing Date Assumption, together with the Initial Borrower, and together with any successor thereto, collectively, the "Borrower"), CDF, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Amended and Restated Credit Agreement dated as of May 26, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"), in each case, other than Excluded Property:

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to

any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

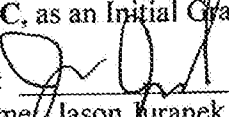
[Signature Pages Follow]

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

RED RIVER TECHNOLOGY LLC, as an
Initial Grantor

By: 
Name: Jason Juranek
Title: Treasurer


**RED RIVER MANAGED SERVICES
LLC**, as an Initial Grantor

By: 
Name: Jason Juranek
Title: Treasurer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 007307 FRAME: 0572

WELLS FARGO COMMERCIAL DISTRIBUTION
FINANCE, LLC,
as Collateral Agent




By: 
Name: Fahad Haroon
Title: Authorized Signor

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 007307 FRAME: 0573

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Red River Technology LLC	ROCK THE RED	4,553,083
Red River Technology LLC	RED RIVER	3,646,258
Red River Technology LLC	Red River 	3,646,259
Red River Technology LLC	xDIA	6,190,385
Red River Managed Services LLC	CWPS CLOUD ASSIST	5,713,530
Red River Managed Services LLC		5,338,420
Red River Managed Services LLC	CWPS	5,251,278
Red River Managed Services LLC		4,893,394