

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boundless Network, Inc.		06/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	10001 Reunion Pl.		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78216		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5029911	THE POWER OF PROMOTIONS	
Registration Number:	4977587		
Registration Number:	3503741	BOUNDLESS NETWORK	
Serial Number:	90491359	BRANDING PRODUCTS WITH PURPOSE	
Serial Number:	90491337	CULTIVATE BRAND LOVE	
Serial Number:	90491329	YOUR BRAND, BOUNDLESS POTENTIAL	
Serial Number:	90491296	INSPIRE BRAND LOVE	
Serial Number:	90309344	CREATE BRAND LOVE	
CORRESPONDENCE DATA			
Fax Number:	7132204285		
<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:	7132204614		
Email:	jeannedunn@huntonak.com		
Correspondent Name:	HUNTON ANDREWS KURTH LLP		
Address Line 1:	600 TRAVIS ST.		
Address Line 2:	SUITE 4200		
Address Line 4:	HOUSTON, TEXAS 77002		
NAME OF SUBMITTER:	Jeanne Dunn		
SIGNATURE:	/Jeanne Dunn/		

CH \$215.00 5029911

DATE SIGNED:	06/09/2021
Total Attachments: 4 source=Trademark SecurityAgreement_06042021#page1.tif source=Trademark SecurityAgreement_06042021#page2.tif source=Trademark SecurityAgreement_06042021#page3.tif source=Trademark SecurityAgreement_06042021#page4.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 4, 2021 (this "Agreement"), is made and entered into by and between Boundless Network, Inc., a Delaware corporation (the "Grantor"), and Zions Bancorporation, N.A. dba Amegy Bank, (the "Lender").

RECITALS:

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 4, 2021 (the "Credit Agreement"), among the Grantor, Boundless Acquisition, Inc., a Delaware corporation ("Acquisition" and together with Grantor, collectively, the "Borrowers"), Boundless Network Holdings LLC, a Delaware limited liability company, as a guarantor thereunder, and together with the other guarantors party thereto (the "Guarantors") and the Lender, the Lender has agreed to make Loans to and make other extensions of credit on behalf of the Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers and the Lender, the Grantor has agreed to grant in favor of the Lender a perfected security interest in, and the Lender has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Excluded Property (including any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect).

The Grantor further acknowledges that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any conflicts or inconsistencies between this Agreement and the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or Security Agreement (as applicable) shall control.

[Remainder of page intentionally left blank.]

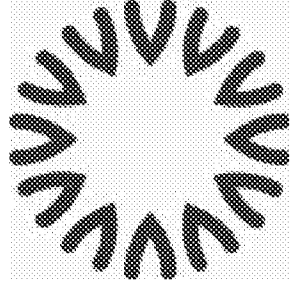
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

BOUNDLESS NETWORK, INC.

By: Charley H. Dean
Name: Charley Dean
Title: President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Boundless Network, Inc.	The Power of Promotions	August 30, 2016	5029911
Boundless Network, Inc.		June 14, 2016	4977587
Boundless Network, Inc.	Boundless Network	September 23, 2008	3503741

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Boundless Network, Inc.	Branding Products with Purpose	January 27, 2021	90491359
Boundless Network, Inc.	Cultivate Brand Love	January 27, 2021	90491337
Boundless Network, Inc.	Your Brand, Boundless Potential	January 27, 2021	90491329
Boundless Network, Inc.	Inspire Brand Love	January 27, 2021	90491296
Boundless Network, Inc.	Create Brand Love	November 10, 2020	90309344