# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM652912

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
streem communications LLC		06/09/2021	Limited Liability Company: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	MS Private Credit Administrative Services LLC, as Collateral Agent		
Street Address:	1585 Broadway		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2763887	STREEM
Registration Number:	3076768	STREEM ALERT

### **CORRESPONDENCE DATA**

Fax Number: 3129939767

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.

Phone: 3129932622

Email: gayle.grocke@lw.com Latham & Watkins LLP **Correspondent Name:** 330 N. Wabash Avenue Address Line 1:

Address Line 2: **Suite 2800** 

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049270-0182
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/09/2021

**Total Attachments: 5** 

source=Project Pharaoh - Trademark Security Agreement [Executed]#page1.tif

**TRADEMARK** REEL: 007321 FRAME: 0855

900622633

source=Project Pharaoh - Trademark Security Agreement [Executed]#page2.tif
source=Project Pharaoh - Trademark Security Agreement [Executed]#page3.tif
source=Project Pharaoh - Trademark Security Agreement [Executed]#page4.tif
source=Project Pharaoh - Trademark Security Agreement [Executed]#page5.tif

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2021 (this "<u>Trademark Security Agreement</u>"), made by each of the entities listed as a "Grantor" on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 9, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CCH MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub" and, prior to the consummation of the Closing Date Acquisition, the "Borrower"), upon consummation of the Closing Date Acquisition, CLEO COMMUNICATIONS HOLDING, LLC, a Delaware limited liability company ("Target" and as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), CCH PARENT, LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrower party thereto from time to time, MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of June 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Merger Sub, Target, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. <u>Security Agreement</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

US-DOCS\124335252.5

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

US-DOCS\124335252.5

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

CLEO COMMUNICATIONS US, LLC.

a Delaware limited liability company, as Grantor

Name: Maheswaran Rajasekharan Title: Chief Executive Officer

CLEO COMMUNICATIONS, INC.,

an Illinois corporation, as Grantor

Title: Chief Executive Officer

EXTOL INTERNATIONAL, INC.,

a Delaware corporation, as Grantor

Name: Maheswaran Rajasekharan Title: Chief Executive Officer

STREEM COMMUNICATIONS LLC,

a Illinois limited liability company, as Grantor

Name: Maheswaran Rajasekharan Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

# MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC,

as Collateral Agent

Name: Jason Neider

Title: Duly Authorized Signatory

# **SCHEDULE I**

### to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **UNITED STATES TRADEMARKS:**

Applications -

None.

Registrations -

Mark	Country	Registration Number	Registration Date	Current Owner of Record
Never Stops	U.S.	5676376	2/12/2019	Cleo Communications US, LLC
Cleo	U.S.	4618457	10/7/2014	Cleo Communications US, LLC
CleoNever Stops	U.S.	5698642	3/12/2019	Cleo Communications US, LLC
Cleo	U.S.	5230187	6/27/2017	Cleo Communications, Inc.
Cleo and Design	U.S.	5248414	7/25/2017	Cleo Communications, Inc.
Cleo Harmony	U.S.	4803392	9/1/2015	Cleo Communications, Inc.
Design Only	U.S.	4971744	6/7/2016	Cleo Communications, Inc.
Jetsonic	U.S.	5045177	9/20/2016	Cleo Communications, Inc.
LexiCom	U.S.	4308905	3/26/2013	Cleo Communications, Inc.
Move View Act	U.S.	4917458	3/15/2016	Cleo Communications, Inc.
VERSALEX	U.S.	4337690	5/21/2013	Cleo Communications, Inc.
VLTrader	U.S.	4497456	3/18/2014	Cleo Communications, Inc.
EXTOL	U.S.	2485239	9/4/2001	Extol International, Inc.
EXTOL	U.S.	2614480	9/3/2002	Extol International, Inc.
EXTOL	U.S.	2706085	4/15/2003	Extol International, Inc.
EXTOL BUSINESS INTEGRATOR	U.S.	2798965	12/23/2003	Extol International, Inc.
EXTOL EDI INTEGRATOR	U.S.	2750028	8/12/2003	Extol International, Inc.
Streem	U.S.	2763887	9/16/2003	Streem Communications, LLC
Streem Alert	U.S.	3076768	4/4/2006	Streem Communications, LLC

US-DOCS\124335252.5

RECORDED: 06/09/2021