

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656085

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:	Focus Strategies Capital Advisors, LLC		
Street Address:	901 S. Mopac Expressway, Bldg. II, Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
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:	5125056359		
<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:	5124956059		
Email:	khays@mcginnislaw.com		
Correspondent Name:	Kay Hays		
Address Line 1:	600 Congress Avenue, Suite 2100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Kay Hays		
SIGNATURE:	/s/ Kay Hays		

OP \$215.00 5029911

DATE SIGNED:	06/25/2021
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Total Attachments: 4

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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THE CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG FOCUS STRATEGIES CAPITAL ADVISORS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ZIONS BANCORPORATION, N.A. dba AMEGY BANK, BOUNDLESS NETWORK HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, BOUNDLESS NETWORK, INC. A DELAWARE CORPORATION, AND BOUNDLESS ACQUISITION, INC., A DELAWARE CORPORATION (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS). IN THE EVENT OF ANY CONFLICT BETWEEN THIS TRADEMARK SECURITY AGREEMENT AND THE SUBORDINATION AND INTERCREDITOR AGREEMENT, THE SUBORDINATION AND INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. A COPY OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT IS ON FILE AT THE OFFICE OF THE LENDER AND IS AVAILABLE FOR INSPECTION AT SUCH OFFICE.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 4, 2021 (this "Agreement"), is made and entered into by Boundless Network, Inc., a Delaware corporation (the "Grantor") in favor of Focus Strategies Capital Advisors, LLC, a Texas limited liability company, (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 Loan Agreement, dated as of the date hereof (the "Loan 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 a Loan to Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (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 Loan Agreement or the Security Agreement, the provisions of the Loan Agreement or the 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.

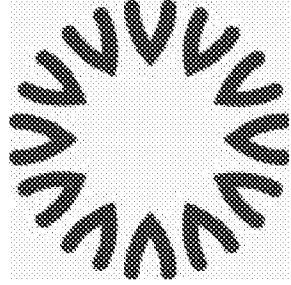
By: Charley H. Dean

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