

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EJ2 Communications, Inc.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent		
Street Address:	2001 Ross Ave.		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4893118	FLASHPOINT	
Registration Number:	4940185	ILLUMINATE THE DEEP & DARK WEB	
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>			
Phone:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515111		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	06/30/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time. this “**Agreement**”), by and among the Assignor listed on the signature page hereto (together with its successors and assigns, the “**Assignor**”), and Goldman Sachs Specialty Lending Group, L.P. (“Goldman Sachs”), as administrative agent (together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among FP Intermediate Holdings, Inc., a Delaware corporation, FP Holdings Merger Sub, Inc., a Delaware corporation, EJ2 Communications, Inc., a Delaware corporation, the lenders party thereto from time to time, and Goldman Sachs, as Administrative Agent, Issuing Lender, and Swingline Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to that certain Guarantee and Collateral Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral described therein, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. The Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien upon all of such Assignor’s right, title and interest in, to and under the following (in each case whether now owned or existing or hereafter acquired or arising and wherever located) (all of the following, collectively, the “**Intellectual Property Collateral**”); provided that, the Intellectual Property Collateral shall not include any Excluded Assets:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all of the patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(vi) all applications for patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(vii) all patents issued by any other country or any office, agency or other governmental authority thereof;

(viii) all applications for patents to be issued by any office, agency or other governmental authority referred to in clause (vii) above;

(ix) all of the copyrights issued by the United States Copyright Office (including, without limitation, those listed on Schedule A hereto);

(x) all applications for copyrights to be issued by the United States Copyright Office (including, without limitation, those listed on Schedule A to this Agreement);

(xi) all copyrights issued by any other country or any office, agency or other governmental authority thereof;

(xii) all applications for copyrights to be issued by any office, agency or other governmental authority referred to in clause (xi) above;

(xiii) all registrations and recordings with respect to any of the foregoing;

(xiv) all reissues, continuations, continuations-in-part, extensions, divisions and renewals of any of the foregoing;

(xv) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent agrees that it shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(xvi) all licenses and other agreements relating in whole or in part to any of the foregoing (including, without limitation, any patents, inventions, processes, production, proprietary information or know how covered by the foregoing), including all rights to payments in respect thereof;

(xvii) all rights to sue for past, present or future infringements of any of the foregoing;

(xviii) all goodwill related to any of the foregoing;

(xix) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xx) all proceeds of any and all of the foregoing; provided that the foregoing does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications or the trademark that is the subject thereof under application law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** This Section 4 shall survive the termination of this Agreement.

Section 5. **JURY TRIAL WAIVER. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. The words "execution," "signed," "signature," and words of like import in this Agreement or other certificate or instrument delivered in connection herewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EJ2 COMMUNICATIONS, INC.

By: 

Name: Josh Lefkowitz

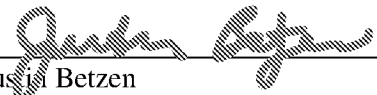
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007340 FRAME: 0388

Accepted and acknowledged by:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
as the Administrative Agent

By: 
Name: Justin Betzen
Title: Vice President

Schedule A
to Intellectual Property Security Agreement

Trademarks

Owner	Filing Date	App/Serial #	Reg. #	Reg. Date	Trademark
EJ2 Communications, Inc.	July 15, 2015	86/693,753	4,893,118	January 26, 2016	Flashpoint
EJ2 Communications, Inc.	July 15, 2015	86/693,783	4,940,185	April 19, 2016	Illuminate the Deep & Dark Web

Patents

Owner	App/Serial #	Filing Date
EJ2 Communications, Inc.	63/050037	7/9/2020
EJ2 Communications, Inc.	63/110636	11/6/2020

Copyrights

None.