

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velosio, LLC		06/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 7th Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3904732	BROADPOINT	
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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	07/13/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2021, is made by Velosio, LLC, a Delaware limited liability company (the “Grantor”), in favor of Brightwood Loan Services LLC, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Grantor, Velosio Intermediate, LLC, a Delaware limited liability company (“Midco”, and together with the Grantor, collectively, the “Borrowers”), Velosio Holdings, LLC, a Delaware limited liability company (“Holdings”), the other persons party thereto that are designated as Credit Parties, Agent and the Lenders from time to time party thereto, the Lenders have severally made, and have agreed to make, extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement, dated as of February 25, 2019, made by the Grantor in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to pledge its assets to secure the payment and performance of the Secured Obligations;

WHEREAS, the Grantor has acquired an additional Trademark, and pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver this Intellectual Property Security Agreement in respect of such Trademark.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to maintain their respective extensions of credit to the Borrowers under the Credit Agreement, and make additional extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Additional Intellectual Property Collateral”):

- (a) the Trademark referred to on Schedule 1 hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Additional Intellectual Property 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Intellectual Property Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

NOTHING CONTAINED IN THIS SECTION 6 SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY CREDIT PARTY IN ANY OTHER JURISDICTION.

[Signature pages follow]

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

VELOSIO, LLC, as the Grantor

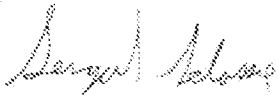
By: 
Name: Dan Petschke
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]


TRADEMARK
REEL: 007353 FRAME: 0590

**ACCEPTED AND AGREED AS OF THE DATE
FIRST WRITTEN ABOVE:**

**BRIGHTWOOD LOAN SERVICES LLC, as
Agent**

By: 

Name: Sengal Selassie
Title: Authorized Person

By: 

Name: Jennifer Patrickakos
Title: Head of Loan Operations

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark

Mark	Owner	Reg. No.	Serial No.	Status
BROADPOINT	Velosio, LLC	3904732	77501984	Registered