

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SocialChorus, Inc.		07/13/2021	Corporation: DELAWARE
Dynamic Signal, Inc.		07/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5749328	SOCIALCHORUS	
Registration Number:	5749329	SOCIALCHORUS	
Registration Number:	5840330	1ST UP	
Registration Number:	4285127	SOCIALCHORUS	
Registration Number:	4436903	DYNAMIC SIGNAL	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1422171 TM		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	07/19/2021		

OP \$140.00 5749328

Total Attachments: 6

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page2.tif

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page3.tif

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page4.tif

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page5.tif

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page6.tif

source=#94782063v1 - (Trademark Security Agreement [Project Skyhawk])#page7.tif

TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2021 (this “Agreement”), among SocialChorus, Inc., a Delaware corporation (the “Borrower”), Dynamic Signal, Inc., a Delaware corporation (“Dynamic Signal”, and together with the Borrower, each a “Grantor” and collectively, the “Grantors”) and Golub Capital Markets LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of July 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SEP Hamilton Intermediate, Inc., a Delaware corporation (“Holdings”), the Borrower, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Golub Capital Markets LLC, as the administrative agent, and (b) the Collateral Agreement, dated as of July 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors (for this purpose only, as defined therein) from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Dynamic Signal is an Affiliate of the Borrower, and each Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or, if not therein defined, in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 and interest in, to and under (a) the Trademarks listed on Schedule I attached hereto, (b) all other Intellectual Property relating to such Trademarks and (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing (collectively, the “Trademark Collateral”); provided that notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not attach to, any right, title or interest of such Grantor in, to, or under any asset that is an Excluded Asset (it being understood that, to the extent the Security Interest shall not have attached to any such asset as a result of such asset being an Excluded Asset, the term Trademark Collateral shall not include any such asset); provided, however, that Trademark Collateral shall include any Proceeds, substitutions or replacements of any of the foregoing (unless such Proceeds, substitutions or replacements would constitute Excluded Assets); provided, further, that if and when any asset that would otherwise be Trademark Collateral shall cease to be an Excluded Asset, a Lien on and security interest in such asset shall automatically be granted therein hereunder and such asset shall constitute Trademark Collateral for purposes hereof. This Agreement is not to be construed as an assignment of any Trademark Collateral. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6. Termination.

(a) This Agreement, the Security Interest and all other security interests in the Trademark Collateral granted hereby shall terminate immediately and automatically upon the Discharge of Obligations.

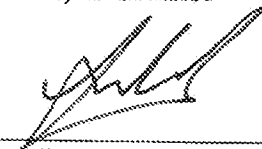
(b) The Security Interest and all other security interests granted hereby shall also immediately and automatically terminate and be released at the time or times, solely to the extent and in the manner set forth in Section 9.14 of the Credit Agreement (including as described therein with respect to any release of a Subsidiary Guarantor or any Collateral prior to the Discharge of Obligations).

(c) In connection with any termination or release pursuant to this Section 6, the Collateral Agent shall execute and deliver to each Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such Grantor to effect such release, including delivery of certificates, securities and instruments; provided that the applicable Grantor shall have provided the Collateral Agent with such certifications or documents as and to the extent required under Section 9.14 of the Credit Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 6 shall be without recourse to or warranty by the Collateral Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SOCIALCHORUS, INC., as Grantor

By: 
Name: Subash Gopalkrishnan
Title: Chief Financial Officer and Secretary

DYNAMIC SIGNAL, INC., as Grantor

By: _____
Name: Gary Nakamura
Title: Chief Executive Officer and President

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

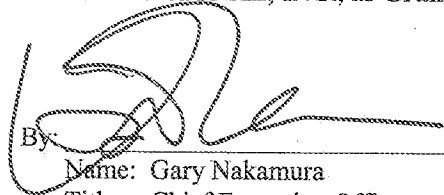
**TRADEMARK
REEL: 007358 FRAME: 0908**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SOCIALCHORUS, INC., as Grantor

By: _____
Name: Subash Gopalkrishnan
Title: Chief Financial Officer and Secretary

DYNAMIC SIGNAL, INC., as Grantor

By:  _____
Name: Gary Nakamura
Title: Chief Executive Officer and President

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007358 FRAME: 0909**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SOCIALCHORUS, INC., as Grantor

By: _____
Name: Subash Gopalkrishnan
Title: Chief Financial Officer and Secretary

DYNAMIC SIGNAL, INC., as Grantor

By: _____
Name: Gary Nakamura
Title: Chief Executive Officer and President

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By:  _____
Name: Robert G. Tuchscherer
Title: Senior Managing Director

Schedule I

TRADEMARKS

Trademark Registrations:

Mark	Country	Reg. No.	Reg. Date	Owner
SOCIALCHORUS	US	5749328	5/14/2019	SocialChorus, Inc.
SOCIALCHORUS	US	5749329	5/14/2019	SocialChorus, Inc.
1ST UP	US	5840330	8/20/2019	SocialChorus, Inc.
SOCIALCHORUS	US	4285127	2/5/2013	SocialChorus, Inc.
DYNAMIC SIGNAL	US	4436903	11/19/2013	Dynamic Signal, Inc.

Trademark Applications:

None.