TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM657461

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TreSensa Technologies, Inc.		07/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	eet Address: 1585 Broadway		
City:	: New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	tity Type: Corporation: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4621394	TRESENSA
Registration Number:	4321458	TRESENSA
Registration Number:	4429154	TRESENSA
Registration Number:	4422283	TRESENSA

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

JAY DASILVA **Correspondent Name:**

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:	1414310 TM
NAME OF SUBMITTER:	Ashley Kim
SIGNATURE:	/Ashley Kim/
DATE SIGNED:	07/01/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 1 by TRESENSA TECHNOLOGIES, INC., a Delaware corporation (the "**Grantor**"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to the Security Agreement dated as of September 30, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:
- (a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the "**Pledged Trademarks**").
- SECTION 3. The Security Agreement. 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, which is incorporated herein by reference. 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.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.
- SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of any applicable Intercreditor

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Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

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TRESENSA TECHNOLOGIES, INC., as Grantor

-- DocuSigned by:

Fuicia Su

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Name: Felicia Su

Title: Vice President

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING,

INC., as Collateral Agent

By:

Name: Lisa Hanson Title: Vice President

[Trademark Security Agreement Signature Page]

Schedule I Trademark Registrations and Applications

	Trademark	Reg. #	Appl. #	Status	Owner
1	TRESENSA	4,621,394	85233507	Registered	TRESENSA TECHNOLOGIES, INC
2	TRESENSA	4,321,458	85233518	Registered	TRESENSA TECHNOLOGIES, INC
3	TRESENSA	4,429,154	85233498	Registered	TRESENSA TECHNOLOGIES, INC
4	TRESENSA	4,422,283	85233484	Registered	TRESENSA TECHNOLOGIES, INC

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RECORDED: 07/01/2021