

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUVIK NETWORKS INC.		07/30/2021	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC		
Street Address:	100 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90681988	FROM GLASS TO SAAS	
Serial Number:	90376044	FRANKLY IT	
Serial Number:	88713378	OWN THE NETWORK	
Registration Number:	5888742	FRANKLY MSP	
Registration Number:	6059587	TRAFFICINSIGHTS	
Registration Number:	4929977	AUVIK	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	38263.045		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

CH \$165.00 90681988

DATE SIGNED:	07/30/2021
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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Intellectual Property Security Agreement*”), is made by AUVIK NETWORKS INC., a British Columbia company (the “*Grantor*”) in favor of GOLUB CAPITAL LLC, as administrative agent (in such capacity and together with its successors and assigns, the “*Administrative Agent*”), for the several financial institutions or entities (the “*Lenders*”) from time to time party to the Credit Agreement (as defined below).

WHEREAS, the Grantor has entered into a Credit Agreement dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among, *inter alios*, AUVIK MIDCO HOLDINGS INC., a British Columbia company, as Holdings, the Grantor, as Borrower, the Lenders party thereto from time to time and the Administrative Agent,

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Grantor, that the Grantor shall have executed and delivered that certain Canadian Guarantee and Collateral Agreement, dated as of July 30, 2021, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “*Canadian Guarantee and Collateral Agreement*”) for the benefit of the Secured Parties (as defined in the Credit Agreement) (capitalized terms used and not defined herein have the meanings given such terms in the Canadian Guarantee and Collateral Agreement);

WHEREAS, under the terms of the Canadian Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with (1) the Canadian Intellectual Property Office, and (2) the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether presently existing or hereafter created or acquired (the “*Intellectual Property Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all Trademarks (other than any Excluded Assets), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all Patents (other than any Excluded Assets), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;

Signature Page to Intellectual Property Security Agreement

(c) all Copyrights (other than any Excluded Assets), including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

SECTION 2. Recordation. The Grantor authorizes and requests that (1) the Registrar of Trademarks and any other applicable government officer in the Canadian Intellectual Property Office, and (2) the Register of Trademarks and any other applicable government officer in the United States Patent and Trademark Office, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding the conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Canadian Guarantee and Collateral Agreement and the Credit Agreement. The Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Canadian Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Canadian Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AUVIK NETWORKS INC.

By:  _____
Name: Drew Loucks
Title: Director

Schedule 1

Canadian Trademark Registrations and Applications

Title	Official No.	Application Date	Registration Date	Status
AUVIK	TMA902792	7/23/2013	5/4/2015	Registered
Frankly MSP	1927565	10/29/2018		Advertised (Pending)
TrafficInsights	1927566	10/29/2018		Searched (Pending)
OWN THE NETWORK	1966424	6/3/2019		Advertised (Pending)
FRANKLY IT	2040475	7/17/2020		Approved (Pending)
FROM GLASS TO SAAS	2087883	2/26/2021		Formalized (Pending)

Canadian Patents and Applications

None.

Canadian Copyrights

None.

U.S. Trademark Registrations and Applications

Title	Official No.	Application Date	Registration Date	Status
FROM GLASS TO SAAS	90681988	4/29/2021		Pending
FRANKLY IT	90376044	12/11/2020		Pending
OWN THE NETWORK	88713378	12/03/2019		Pending
FRANKLY MSP	5888742	10/26/2018	10/22/2019	Registered
TRAFFICINSIGHTS	6059587	10/26/2018	05/19/2020	Registered
AUVIK	4929977	08/19/2013	04/05/2016	Registered

U.S. Patents and Applications

None.

U.S. Copyrights

None.