

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXOSOFT, LLC		08/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3783734	AXOSOFT	
Registration Number:	4089699	TRANSFERBIGFILES	
Registration Number:	5125071	GITKRAKEN	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1449737 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	08/09/2021		
Total Attachments: 7			
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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

August 9, 2021

AXOSOFT, LLC, a Delaware limited liability company, whose address is 3630 Peachtree Rd. NE, Suite 920, Atlanta, GA 30326 (the "Borrower"), hereby acknowledges that it has granted to Silicon Valley Bank, as Administrative Agent, whose address is 3003 Tasman Drive, Santa Clara, California 95054, for the benefit of itself and the other Secured Parties (the "Administrative Agent"), a security interest in and to all of the Borrower's right, title and interest in and to: (a) all trademarks, trade names, trade dress, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, the right to obtain all renewals thereof, in each case, including without limitation, those trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by the Borrower (collectively, the "Trademarks"); provided however, no United States intent- to-use trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United States Patent and Trademark Office); (b) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, all rights to obtain any reissues or extensions of the foregoing, in each case, including without limitation, the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by the Borrower (collectively, the "Patents"); and (c) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, together with the underlying works of authorship (including titles), whether registered or unregistered and whether published or unpublished, all computer programs, computer databases, computer program flow diagrams, source codes and object codes, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, the right to obtain any renewals thereof, in each case, including without limitation, the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by the Borrower (collectively the "Copyrights"), in each case, including all claims, sanctions and the right to sue for any past, present and future infringement or other impairment thereof, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The terms and conditions of the aforementioned security interest are contained in that certain Guarantee and Collateral Agreement, dated as of August 9, 2021 (the "Agreement"), among, *inter alios*, the Borrower, KRAKEN MIDCO, LLC, a Delaware limited liability company, whose address is 3630 Peachtree Rd. NE, Suite 920, Atlanta, GA 30326 ("Parent Guarantor"), the Administrative Agent and the Secured Parties, as security for the Obligations as set forth in the Agreement and other

agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Administrative Agent and the other Secured Parties may have in any other collateral described in the Agreement or otherwise.

[Signature page(s) to follow.]

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

BORROWER:

AXOSOFT, LLC
a Delaware limited liability company

By: 
Name: Adi Filipovic
Title: Vice President

[Signature Page to Memorandum and Notice of Security Interest in IP]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert

Name: Jonathan Wolfert

Title: Director

EXHIBIT A
TRADEMARKS

Registered Trademarks:

Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
United States	3783734	May 04, 2010	Jul. 28, 2009	Axosoft, LLC	AXOSOFT
United States	4089699	Jan. 24, 2012	Jul. 16, 2010	Axosoft, LLC	TRANSFERBIGFILES
United States	5125071	Jan. 17, 2017	Apr. 29, 2015	Axosoft, LLC	GITKRAKEN

Trademark Applications: N/A

EXHIBIT B
PATENTS

Registered Patents: N/A

Patent Applications: N/A

EXHIBIT C
COPYRIGHTS

Registered Copyrights: N/A

Copyright Applications: N/A