

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morae Global Corporation		08/13/2021	Corporation: DELAWARE
Clutch Group LLC		08/13/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LATERAL ADMINISTRATIVE AGENT, LLC, as Subordinated Agent		
<b>Street Address:</b>	400 S. El Camino Real, Suite 1100		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94402		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5222998	ELEXIR	
<b>Registration Number:</b>	5229669	AUDIO.IQ	
<b>Registration Number:</b>	5172119	CAPTURE.IQ	
<b>Registration Number:</b>	5166800	CLUTCH	
<b>Registration Number:</b>	5096228	AUDIO.IQ	
<b>Registration Number:</b>	5096207	AUDIO.IQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	704-503-2600		
<b>Email:</b>	cthomas@kslaw.com		
<b>Correspondent Name:</b>	Courtney Thomas		
<b>Address Line 1:</b>	300 South Tryon Street, Suite 1700		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	27736. 230003		

OP \$165.00 5222998

<b>NAME OF SUBMITTER:</b>	Courtney Thomas
<b>SIGNATURE:</b>	/Courtney Thomas/
<b>DATE SIGNED:</b>	08/13/2021
<b>Total Attachments: 7</b> source=Morae - Trademark Security Agreement [Executed]#page1.tif source=Morae - Trademark Security Agreement [Executed]#page2.tif source=Morae - Trademark Security Agreement [Executed]#page3.tif source=Morae - Trademark Security Agreement [Executed]#page4.tif source=Morae - Trademark Security Agreement [Executed]#page5.tif source=Morae - Trademark Security Agreement [Executed]#page6.tif source=Morae - Trademark Security Agreement [Executed]#page7.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF THE DATE HEREOF BY AND AMONG ALTER DOMUS (US) LLC (THE "SENIOR AGENT"), LATERAL ADMINISTRATIVE AGENT, LLC (THE "SUBORDINATED AGENT"), MORAE GLOBAL CORPORATION (THE "BORROWER"), AND EACH GUARANTOR PARTY THERETO, TO THE INDEBTEDNESS AND OBLIGATIONS OWED BY THE CREDIT PARTIES PURSUANT TO, AND/OR IN CONNECTION WITH, THAT CERTAIN SENIOR SECURED CREDIT AGREEMENT DATED AS OF THE DATE HEREOF AMONG THE BORROWER, THE OTHER CREDIT PARTIES, THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, EXTENDED, RESTRUCTURED, REFINANCED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER EACH OF THOSE AGREEMENTS FROM TIME TO TIME; AND THE SUBORDINATED AGENT AND EACH SUBORDINATED CREDITOR IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 13, 2021, is made by MORAE GLOBAL CORPORATION (the "Borrower"), CLUTCH GROUP LLC, a Delaware limited liability company ("Clutch", and together with the Borrower, each a "Grantor" and collectively the "Grantors"), in favor of LATERAL ADMINISTRATIVE AGENT, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Subordinated Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Subordinated Credit Agreement, dated as of August 13, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), among, *inter alios*, the Borrower, the other Credit Parties, the Lenders from time to time party thereto and the Subordinated Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is party to the Subordinated Guaranty and Security Agreement dated as of August 13, 2021 in favor of the Subordinated Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Subordinated Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Subordinated Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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, hereby mortgages, pledges and hypothecates to the Subordinated Agent for the benefit of the Secured Parties, and grants to the Subordinated 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 such Grantor, in each case other than any Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Subordinated Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Subordinated Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Subordinated Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a

paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

CLUTCH GROUP LLC,

as a ~~Grantor~~ <sup>Signature</sup> defined by:

By: Shahzad Bashir  
Name: Shahzad Bashir  
Title: CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007390 FRAME: 0807**

MORAE GLOBAL CORPORATION,

as a ~~Grantor~~ <sup>Grantee</sup> signed by:

By: Shahzad Bashir

Name: Shahzad Bashir

Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

LATERAL ADMINISTRATIVE AGENT, LLC,  
as Subordinated Agent

By: 

Name: Richard de Silva

Title: Managing Partner



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Registration No.</u>
Morae Global Corporation	ELEXIR	5222998
Clutch Group LLC	AUDIO.IQ	5229669
Clutch Group LLC	CAPTURE.IQ	5172119
Clutch Group LLC	CLUTCH	5166800
Clutch Group LLC	AUDIO.IQ	5096228
Clutch Group LLP	AUDIO.IQ	5096207

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None