

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortuna Management LLC		08/20/2021	Limited Liability Company: NEW YORK
Cloudnexion LLC		08/20/2021	Limited Liability Company: NEW YORK
UPSTACK HOLDCO INC.		08/20/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as collateral agent		
Street Address:	72555 Woodmont Ave, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> Apollo Capital Management, L.P., DELAWARE, Limited Partnership Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86145004	DATACENTERANDCOLOCATION ...WHEN EXPERIEN	
Serial Number:	87598331	CLOUDNEXION YOUR CONNECTION TO THE CLOUD	
Serial Number:	90534715	UPSTACK	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1575426-0003-CM65		

CH \$90.00 86145004

NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	08/23/2021
Total Attachments: 5 source=UpStack - Trademark Security Agreement#page1.tif source=UpStack - Trademark Security Agreement#page2.tif source=UpStack - Trademark Security Agreement#page3.tif source=UpStack - Trademark Security Agreement#page4.tif source=UpStack - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 20, 2021, by and among UPSTACK HOLDCO INC., a New York corporation, FORTUNA MANAGEMENT LLC, a New York limited liability company, and CLOUDNEXION LLC, a New York limited liability company (individually, a “Grantor”, and, collectively, the “Grantors”), and MidCap Financial Trust, in its capacity as collateral agent for the benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 20, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among UpStack, Inc., a Delaware corporation, UPSTACK HOLDCO INC., a New York corporation, each of the other Grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each 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 all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

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, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are 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 unless the parties otherwise agree in writing.

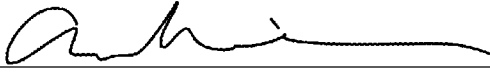
SECTION 4. **Termination.** Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. **Counterparts.** 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 counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import relating to this Trademark Security Agreement shall be deemed to include electronic signatures or

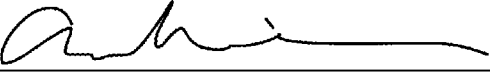
the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal 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. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York

[Signature pages follow]

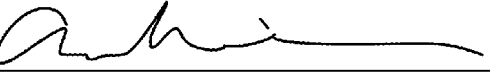
UPSTACK HOLDCO INC.

By: 
Name: Andrew Reiben
Title: Chief Financial Officer

CLOUDNEXION LLC

By: 
Name: Andrew Reiben
Title: Chief Financial Officer

FORTUNA MANAGEMENT LLC

By: 
Name: Andrew Reiben
Title: Chief Financial Officer

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

**Schedule I
Trademark Registrations and Use Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
DATACENTERANDCOLOCATION ...WHEN EXPERIENCE MATTERS, WE'VE GOT IT!	86145004	December 16, 2013	4604616	September 16, 2014	FORTUNA MANAGEMENT LLC
CLOUDNEXION YOUR CONNECTION TO THE CLOUD	87598331	September 6, 2017	5573296	October 2, 2018	CLOUDNEXION LLC
UPSTACK	90534715	February 18, 2021	N/A	N/A	UPSTACK HOLDCO INC.

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