

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Actionable Process LLC		09/21/2021	Limited Liability Company: DELAWARE
Activation Nation LLC		09/21/2021	Limited Liability Company: DELAWARE
Agile Creations LLC		09/21/2021	Limited Liability Company: DELAWARE
Squared Entity LLC		09/21/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CoVenture - Vantage Credit Opportunities GP, LLC
Street Address:	600 Madison Avenue, 17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6444202	JSTOON
Registration Number:	5721798	JSTOON
Registration Number:	6249083	GTHUNDER
Registration Number:	4924234	GTHUNDER
Registration Number:	5910154	GMW
Serial Number:	90778575	XSOUL
Serial Number:	90550844	GUN MAGNET WORLD
Serial Number:	90594388	

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: 800-494-5225

Email: ipteam@cogencyglobal.com

TRADEMARK

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: 1478851 TM

NAME OF SUBMITTER: Mehak Rashid, Esq.

SIGNATURE: /Mehak Rashid, Esq./

DATE SIGNED: 09/23/2021

Total Attachments: 6

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SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS, dated as of September 21, 2021 (as amended, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of Actionable Process LLC, a Delaware limited liability company (“Actionable Process”), Activation Nation LLC, a Delaware limited liability company (“Activation Nation”), Agile Creations LLC, a Delaware limited liability company (“Agile Creations”), and Squared Entity LLC, a Delaware limited liability company (“Squared Entity”) and, together with Actionable Process, Activation Nation and Agile Creations, “Grantors”, and each a “Grantor”) in favor of CoVenture – Vantage Credit Opportunities GP, LLC, as deal agent (in such capacity, the “Deal Agent”) for benefit of the Secured Parties (as defined in the Loan and Servicing Agreement referred to below).

A. (i) Vantage Borrower SPV I LLC, as borrower (the “Borrower”), has entered into that certain Amended and Restated Loan and Servicing Agreement, dated as of December 11, 2020 (as amended by that certain Amendment No. 1, dated as of February 5, 2021, as further amended by that certain Amendment No. 2, dated as of March 16, 2021, as further amended by that certain Amendment No. 3, dated as of August 16, 2021, and as further amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the “Loan and Servicing Agreement”) by and among the Borrower, Vantage Inc., as originator and servicer, the lenders from time to time party thereto (the “Lenders”) and the Deal Agent, as deal agent, and (ii) Actionable Process, Activation Nation, Agile Creations and Squared Entity have entered into that certain Joinder Agreement, dated as of September 17, 2021 (the “Joinder Agreement”), among Actionable Process, Activation Nation, Agile Creations, Bamboo Highway LLC, Boat Ocean LLC, Boxed Goods LLC, Building Premium LLC, Floating Roof LLC, Freeway Technologies LLC, Squared Entity, the Borrower and the Deal Agent.

B. Under the terms of the Joinder Agreement and Loan and Servicing Agreement, each Grantor has granted and pledged to the Deal Agent, for the benefit of the Deal Agent and the other Secured Parties (as defined in the Loan and Servicing Agreement), a continuing security interest in certain Collateral (as defined in the Loan and Servicing Agreement), including without limitation certain Intellectual Property (as defined in the Loan and Servicing Agreement) of such Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants and pledges to the Deal Agent, for the benefit of the Deal Agent and the other Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in the following property, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (the “IP 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 Aggregate Unpaid (as defined in the Loan and Servicing Agreement): (a) all United States trademarks, service marks and certification marks, rights and interests in trademarks, service marks, certification marks, trade names, trade styles, trade dress, service marks, logos, company names, fictitious business names and other similar source identifiers, whether registered or unregistered, all registrations thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill symbolized thereby) throughout the world; provided, that (i) the security interests granted herein shall not extend to, and the term "IP Collateral" shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of such Grantor's intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Deal Agent and when the Deal Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan and Servicing Agreement. The grant of the security interest hereunder to, and the rights and remedies of, the Deal Agent with respect to the IP Collateral are more fully set forth in the Loan and Servicing Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Loan and Servicing Agreement, the provisions of the Loan and Servicing Agreement shall govern.

SECTION 6. Release. Upon termination of the Loan and Servicing Agreement

and the security interests granted thereunder, the IP Collateral shall immediately and automatically be released from the liens created hereby, and this Agreement and all obligations of the Deal Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the applicable Grantor. At the request and sole expense of any Grantor following any such termination, the Deal Agent shall deliver to such Grantor any IP Collateral held by the Deal Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to such Grantor and the Deal Agent) as such Grantor may reasonably request to evidence such termination.

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

**ACTIONABLE PROCESS LLC
ACTIVATION NATION LLC
AGILE CREATIONS LLC
SQUARED ENTITY LLC, each as
Grantor**

By: Raunak Nirmal
Name: Raunak Nirmal
Title: Authorized Signatory

Acknowledged and agreed to by:

**COVENTURE - VANTAGE CREDIT
OPPORTUNITIES GP, LLC,
as Deal Agent**

By: _____
Name: Marc Porzecanski
Title: Authorized Signatory

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

**ACTIONABLE PROCESS LLC
ACTIVATION NATION LLC
AGILE CREATIONS LLC
SQUARED ENTITY LLC, each as
Grantor**

By: _____
Name: Raunak Nirmal
Title: Authorized Signatory

Acknowledged and agreed to by:

**COVENTURE - VANTAGE CREDIT
OPPORTUNITIES GP, LLC,
as Deal Agent**

By: MARC PORZECANSKI
Name: Marc Porzecanski
Title: Authorized Signatory

Schedule 1

Trademark	Owner	Registration Number	File Date	Registration Date
XSOUL	Actionable Process LLC	Pending Serial Number: 90,778,575	06/16/2021	N/A
JSTOON	Activation Nation LLC	6,444,202	05/21/2021	08/10/2021
JSTOON	Activation Nation LLC	5,721,798	09/03/2018	04/09/2019
GTHUNDER	Agile Creations LLC	6,249,083	05/21/2020	01/19/2021
GTHUNDER	Agile Creations LLC	4,924,234	03/19/2015	03/22/2016
GMW	Squared Entity LLC	5,910,154	11/28/2018	11/12/2019
GUN MAGNET WORLD	Squared Entity LLC	Pending Serial Number: 90/550,844	02/27/2021	N/A
SHIELD LOGO	Squared Entity LLC	Pending Serial Number: 90/594,388	03/22/2021	N/A