

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROTECHT, INC.		09/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BISCAY GSTF III, LLC		
Street Address:	401 Pennsylvania Parkway, Suite 300		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46280		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5246282	TICKETGUARDIAN	
Registration Number:	5678537	FANSHIELD	
Registration Number:	5747312	REGSHIELD	
Registration Number:	5754955	FULL ATTENDEE	
Registration Number:	5760981		
Registration Number:	5760980		
Registration Number:	5812345	TOURSHIELD	
Registration Number:	6009042	PROTECHT	
Serial Number:	88243065	EVENTSHIELD	
Serial Number:	90211041	SHOPGUARANTEE	
Serial Number:	90295316	PROTECHT	
Serial Number:	90860129	POWERING PEACE OF MIND	
Serial Number:	88243075	PROTECHT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	nancy.wiford@wolterskluwer.com		

OP \$340.00 5246282

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 09/24/2021

Total Attachments: 18

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AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT made as of September 24, 2021, between PROTECHT, INC., a Delaware corporation (“Grantor”), and BISCAY GSTF III, LLC (“Agent”).

WITNESSETH:

WHEREAS, Grantor and Agent entered into the Intellectual Property Security Agreement, dated as of January 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), pursuant to which Grantor granted to Agent a security interest in and to the Trademarks, Patents, and Copyrights (in each case, as defined in the Intellectual Property Security Agreement); and

WHEREAS, in order to evidence Agent’s security interest in certain trademarks owned by Grantor, Grantor has agreed to enter into this Amendment.

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

1. Amendment to Exhibit.

(a) Schedule 1 attached to the Intellectual Property Security Agreement is hereby amended and restated by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Intellectual Property Security Agreement shall have the meaning given to such terms in the Intellectual Property Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Grantor’s prior grants of security interests in and Liens upon the Trademarks, Patents, and Copyrights described in the Intellectual Property Security Agreement, as collateral security heretofore granted to the Agent pursuant to the Intellectual Property Security Agreement, the Grantor hereby grants to Agent, a security interest in and Lien upon, and acknowledges and agrees that the Agent has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Grantor, whether now existing or hereafter acquired or arising, in and to all of the Trademarks, Patents, and Copyrights (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Intellectual Property Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Intellectual Property Security Agreement is hereby specifically ratified, restated and confirmed

by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment and any notices delivered under this Amendment, may be executed by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment or on any notice delivered to Agent under this Amendment. This Amendment and any notices delivered under this Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Amendment or notice.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Agent have executed this Amendment as of the day and year first above written.

PROTECHT, INC.

By: 

Name: Brian DeBryse

Title: CEO

BISCAY GSTF III, LLC

By: GLAC Holdings, LLC, its sole member

By: _____

Name: Michael L. Hervitz

Title: Vice President

IN WITNESS WHEREOF, Grantor and Agent have executed this Amendment as of the day and year first above written.

PROTECHT, INC.

By: _____
Name: _____
Title: _____

BISCAY GSTF III, LLC

By: GLAC Holdings, LLC, its sole member

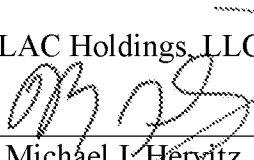



By:  _____
Name: Michael I. Hertz
Title: Vice President

EXHIBIT A
TO
AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE VIII
Intellectual Property

Trademarks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Protecht, Inc.	USA	TicketGuardian	5246282	Dec. 27, 2016	July 18, 2017	N/A
Protecht, Inc.	USA	Fanshield	5678537	May 25, 2018	Feb. 19, 2019	N/A
Protecht, Inc.	USA	RegShield	5747312	May 25, 2018	May 07, 2019	N/A
Protecht, Inc.	USA	Full Attendee	5754955	May 25, 2018	May 21, 2018	N/A
Protecht, Inc.	USA		5760981	May 25, 2018	May 28, 2018	N/A
Protecht, Inc.	USA		5760980	May 25, 2018	May 28, 2018	N/A
Protecht, Inc.	USA	TourShield	5812345	Dec. 27, 2018	Jul. 23, 2019	N/A
Protecht, Inc.	USA	Protecht	6009042	Jan. 7, 2019	Mar. 10, 2020	N/A
Protecht, Inc.	USA	EventShield	Serial No. 88243065	Dec. 27, 2018	N/A. Refused by USPTO based on likelihood of confusion.	N/A

Protecht, Inc.	USA	Protecht What Matters	Serial No. 99243086	USPTO Response on 3/26/19: Suspended, pending prior application.	N/A	N/A
Protecht, Inc.	USA	ShopGuarantee	Serial No. 90211041		N/A	N/A
Protecht, Inc.	USA		Serial No. 90295316		Jun. 8, 2021	N/A
Protecht, Inc.	USA	Powering Peace of Mind	Serial No. 90860129 -Application Pending-			N/A
Fanshield, LLC	N/A					
Fanshield International, LLC	N/A					
Modern Transact, LLC	N/A					
TicketGuardian, LLC	N/A					

Patents

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Assignees</u>
N/A						

Copyrights

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>	<u>Assignees</u>

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of January 15, 2020 by Protecht, Inc., a Delaware corporation ("Grantor") in favor of Biscay GSTF III, LLC (together with its successors and assigns, "Agent").

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates, the financial institutions party to the Loan Agreement from time to time (the "Lenders"), and Agent are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor, as borrower under the Loan Agreement, by Lenders; and

WHEREAS, Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Agent, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Agent may, at Agent's option, be

joined as a nominal party to this suit if Agent shall be satisfied that the joinder is necessary and that Agent is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Agent and Lenders for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent and Lenders pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

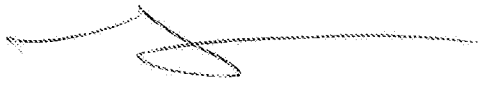
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


PROTECHT, INC.

By: 
Name: Bryan Derbyshire
Title: CEO

Agreed and Accepted
as of the date first written above:

BISCAY GSTF III, LLC

By: GLAC Holdings, LLC, its sole member

By: 
Name: Michael L. Hervitz
Title: Vice President

[Signature page to Intellectual Property Security Agreement]



TRADEMARK
REEL: 007431 FRAME: 0625

SCHEDULE 1¹

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Protech, Inc.	USA	TicketGuardian	5246282	Dec. 27, 2016	July 18, 2017	N/A
Protech, Inc.	USA	Fanshield	5678537	May 25, 2018	Feb. 19, 2019	N/A
Protech, Inc.	USA	RegShield	5747312	May 25, 2018	May 07, 2019	N/A
Protech, Inc.	USA	Full Attendee	5754955	May 25, 2018	May 21, 2018	N/A
Protech, Inc.	USA		5760981	May 25, 2018	May 28, 2018	N/A
Protech, Inc.	USA		5760980	May 25, 2018	May 28, 2018	N/A
Protech, Inc.	USA	TourShield	5812345	Dec. 27, 2018	Jul. 23, 2019	N/A

¹ Borrower to confirm.

Protecht, Inc.	USA	Protecht	Serial No. 88243075	Dec. 27, 2018	N/A	N/A
Protecht, Inc.	USA	EventShield	Serial No. 88243065	Dec. 27, 2018	N/A. Refused by USPTO based on likelihood of confusion.	N/A
Protecht, Inc.	USA	Protecht What Matters	Serial No. 99243086	USPTO Response on 3/26/19: Suspended, pending prior application.	N/A	N/A

(c) **Copyrights and Copyright Licenses**

None.

CALIFORNIA ACKNOWLEDGMENT

California Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

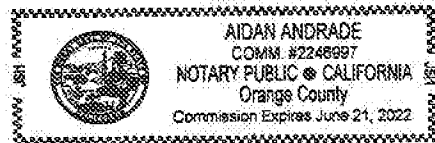
County of Orange

On January 8, 2020 before me, Aidan Andrade, Notary Public, personally appeared Bryan Derbyshire, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Aidan* (Seal)



OPTIONAL

Additional information provided in this section is not required however may deter fraudulent attachment of this certificate to a document other than originally intended.

Description of Attached Document:

Title or Type of Document: Power of Attorney

Document Date: 1-8-2020

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: Bryan Derbyshire

Capacity Claimed:

- Individual Trustee Attorney-in-Fact
- Guardian or Conservator
- Corporate Officer - Title(s) _____
- Other _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: _____

Capacity Claimed:

- Individual Trustee Attorney-in-Fact
- Guardian or Conservator
- Corporate Officer - Title(s) _____
- Other _____

Signer is Representing: _____

Notary Certificate attached pursuant to California Civil Code § 1189

POWER OF ATTORNEY

January 15, 2020

PROTECHT, INC., a Delaware corporation ("Grantor"), hereby authorizes BISCAY GSTF III, LLC, its successors and assigns, and any officer or agent thereof ("Agent") under that certain Loan and Security Agreement dated as of even date herewith among Agent, the lenders party to the Loan Agreement (the "Lenders"), Grantor and certain other Loan Parties (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights and the rights of Lenders under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent or any Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.


Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed as of the date first above written.

PROTECHT, INC.

By: 
Name: BRYAN DERBYSHIRE
Title: CEO

[Power of Attorney to Intellectual Property Security Agreement]