

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL MANAGEMENT, LLC		10/25/2021	Limited Liability Company: DELAWARE
CW PROFESSIONAL SERVICES LLC		10/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4991482	DMI	
Registration Number:	4224200	DMI	
Registration Number:	4863523	TECH CHEF	
Registration Number:	4943928	LOCHBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515203		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		

OP \$115.00 4991482

DATE SIGNED:	10/25/2021
---------------------	------------

Total Attachments: 6

- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page1.tif
- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page2.tif
- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page3.tif
- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page4.tif
- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page5.tif
- source=OSP - Razor - Security Interest in Intellectual Property (Trademarks) (Executed)#page6.tif

NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of October 25, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC Bank, National Association, in its capacities as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 25, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Razor Holdco LLC, a Delaware limited liability company (the "Borrower"), OSP Razor Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), the other Subsidiaries of Holdings party thereto, the Lenders from time to time party thereto and the Administrative 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 has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 25, 2021 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings given to such terms 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral");

(a) all of its Trademarks, 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

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 laws of the State of New York.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

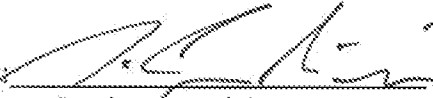
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

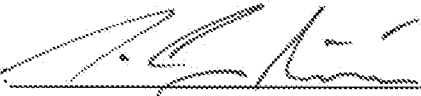
Very truly yours,

DIGITAL MANAGEMENT, LLC
as Grantor

By: 

Name: Jay Sunny Bajaj
Title: Chief Executive Officer

CW PROFESSIONAL SERVICES LLC
as Grantor

By: 

Name: Jay Sunny Bajaj
Title: President

ACKNOWLEDGED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIGITAL MANAGEMENT, LLC
as Grantor

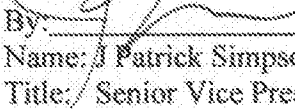
By: _____
Name: Jay Sunny Bajaj
Title: Chief Executive Officer

CW PROFESSIONAL SERVICES LLC
as Grantor

By: _____
Name: Jay Sunny Bajaj
Title: President

ACKNOWLEDGED AND AGREED
as of the date first above written:


PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: J Patrick Simpson
Title: Senior Vice President

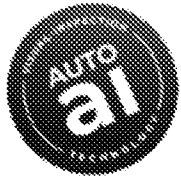
**SCHEDULE 1
TO
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Filing/Reg. Date</u>	<u>Appl./Reg. No.</u>	<u>Status</u>
Digital Management, LLC	DMI	Filing Date 6/12/2015 Reg. Date 7/5/2016	Serial No. 86/660,892 Reg. No. 4,991,482	Registered
		Filing Date 8/5/2011 Reg. Date 10/16/2012	Serial No. 85/391,039 Reg. No. 4,224,200	Registered
	TECH CHEF	Filing Date 1/30/2013 Reg. Date 12/1/2015	Serial No. 85/836,828 Reg. No. 4,863,523	Registered
CW Professional Services LLC	LOCHBRIDGE	Filing Date 7/30/2014 Reg. Date 4/26/2016	Serial No. 86/352,539 Reg. No. 4,943,928	Registered

2. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Filing/Reg. Date</u>	<u>Appl./Reg. No.</u>	<u>Status</u>
Digital Management, LLC		Filing Date 4/13/2021	Serial No. 90/642,151	Pending Intent-to-use application

		Filing Date 9/25/2019	Serial No. 88/630,803	Pending Intent-to-use application
		Filing Date 2/6/2020	Serial No. 88/787,989	Allowed Intent to use application
	AIQUS	Filing Date 9/25/2019	Serial No. 88/630,799	Allowed Intent to use application
	APIX	Filing Date 2/6/2020	Serial No. 88/787,986	Allowed Intent to use application
	OCUITY.AI	Filing Date 8/5/2021	Serial No. 90/867,473	Pending Intent-to-use application