

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Channel Company, LLC		11/01/2021	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4767531	CC	
Registration Number:	5740893	VAR 500	
Registration Number:	5961930	IOTCONNEX	
Registration Number:	5212344	WOMEN OF THE CHANNEL	
Registration Number:	5179516	CRN	
Registration Number:	4966633	PARTNERDEMAND	
Registration Number:	5005331	THE CHANNEL CO	
Registration Number:	5079177	NEXGEN	
Registration Number:	5029981	CRN	
Registration Number:	4835865	CHANNEL BRIDGE	
Registration Number:	4938572	INSTITUTE FOR PARTNER EDUCATION & DEVELO	
Registration Number:	4811053	CRN	
Registration Number:	4916490	BOB BEST OF BREED CONFERENCE	
Registration Number:	4792985	ITBOB	
Registration Number:	4943075	NEXGEN CLOUD	
Registration Number:	4690927	CHANNEL LEADERSHIP FORUM	
Registration Number:	4674179	CHANNEL MASTERS	
Registration Number:	4690813	MIDSIZE ENTERPRISE SUMMIT	
Registration Number:	4654493	THE CHANNEL COMPANY	
<b>TRADEMARK</b>			

CH \$665.00 4767531

Property Type	Number	Word Mark
Registration Number:	4024902	IPED
Registration Number:	3245578	CHANNELYTICS
Registration Number:	2726321	CRN
Registration Number:	2556292	VISION EVENTS
Registration Number:	2176160	CHANNEL WEB
Registration Number:	2105844	XCHANGE
Registration Number:	2016983	CRN TEST CENTER

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	11/01/2021

**Total Attachments: 5**

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- source=08. Channel - Trademark Security Agreement#page2.tif
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 1, 2021, by The Channel Company, LLC, a Massachusetts limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated November 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 1, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit 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 Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, 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 such Trademark; and

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


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

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

**THE CHANNEL COMPANY, LLC**, a  
Massachusetts limited liability company

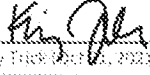
By: 

Name: Michael Struble

Title: Vice President

Agreed and accepted as of  
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,  
LLC, as Agent**

By:   
Name: Kim Trick  
Title: Managing Director

**SCHEDULE A**

**Trademark Registrations**

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
CC	4767531	7/7/15
VAR 500	5740893	4/30/19
IOTCONNEX	5961930	1/14/20
WOMEN OF THE CHANNEL	5212344	5/30/17
CRN	5179516	4/11/17
PARTNERDEMAND	4966633	5/24/16
THE CHANNEL CO	5005331	7/19/16
NEXGEN	5079177	11/8/16
CRN	5029981	8/30/16
CHANNEL BRIDGE	4835865	10/20/15
INSTITUTE FOR PARTNER EDUCATION & DEVELOPMENT	4938572	4/12/16
CRN	4811053	9/15/15
BOB BEST OF BREED CONFERENCE	4916490	3/15/16
ITBOB	4792985	8/18/15
NEXGEN CLOUD	4943075	4/19/16
CHANNEL LEADERSHIP FORUM	4690927	2/24/15
CHANNEL MASTERS	4674179	1/20/15
MIDSIZE ENTERPRISE SUMMIT	4690813	2/24/15
THE CHANNEL COMPANY	4654493	12/9/14
IPED	4024902	9/13/11
CHANNELYTICS	3245578	5/22/07
CRN	2726321	6/17/03
VISION EVENTS	2556292	4/2/02
CHANNEL WEB	2176160	7/28/98
XCHANGE	2105844	10/14/97
CRN TEST CENTER	2016983	11/19/96

**Trademark Applications**

None.