

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAVITAS VENTURES LLC		11/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4469439	GRAVITAS VENTURES	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	(41747/2)		
NAME OF SUBMITTER:	MAEVE WILSON		
SIGNATURE:	/MAEVE WILSON/		
DATE SIGNED:	11/22/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 15, 2021, is executed by the undersigned (the “Grantor”) for the benefit of Wilmington Trust, National Association, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of September 9, 2019, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or extensions thereof and all goodwill associated therewith or symbolized thereby (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any licenses, royalties, income, payments, damages, and proceeds of suit, or any claim by the Grantor against third parties for past, present or future infringement or other violation of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. The Grantor hereby acknowledges and affirms that the protections, immunities, indemnities, rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflict-of-laws principles.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1; (b) all extensions and renewals of any of the foregoing; and (c) all rights corresponding to any of the foregoing throughout the world.

[Signature pages follow]

Confidential & Privileged

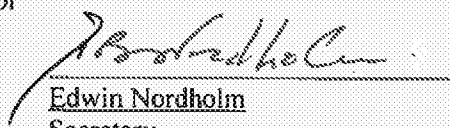
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first written above.

GRAVITAS VENTURES LLC
as Grantor

By:

Name:

Title:


Edwin Nordholm

Secretary

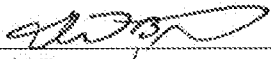
[Signature Page to Trademark Security Agreement]

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WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By:

Name: 
David Bergström

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1

TRADEMARK COLLATERAL

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
GRAVITAS VENTURES	United States	4469439 21-JAN-2014	85915039 25-APR-2013	Gravitas Ventures LLC