

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699215

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900657937		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRO Holdings II Corp.		11/18/2021	Corporation: DELAWARE
HRO Merger Sub LLC		11/18/2021	Limited Liability Company: DELAWARE
HRO (Hero Digital) Holdings, LLC		11/18/2021	Limited Liability Company: DELAWARE
HRO Hero Blocker Inc.		11/18/2021	Corporation: DELAWARE
Hero Digital Corporation, Inc.		11/18/2021	Corporation: DELAWARE
Hero Digital Intermediate Holdings, LLC		11/18/2021	Limited Liability Company: DELAWARE
Hero Digital, LLC		11/18/2021	Limited Liability Company: DELAWARE
Responsive Path LLC		11/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> • Apollo Capital Management, L.P., DELAWARE, Limited Partnership • Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87828490	HERO DIGITAL	
Serial Number:	86471899		
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
---------------------------	---------------

SIGNATURE:	/jep/
-------------------	-------

DATE SIGNED:	01/03/2022
---------------------	------------

Total Attachments: 10

source=11-22-2021 HRO Holdings-TM#page1.tif
source=11-22-2021 HRO Holdings-TM#page2.tif
source=11-22-2021 HRO Holdings-TM#page3.tif
source=11-22-2021 HRO Holdings-TM#page4.tif
source=11-22-2021 HRO Holdings-TM#page5.tif
source=11-22-2021 HRO Holdings-TM#page6.tif
source=11-22-2021 HRO Holdings-TM#page7.tif
source=11-22-2021 HRO Holdings-TM#page8.tif
source=11-22-2021 HRO Holdings-TM#page9.tif
source=11-22-2021 HRO Holdings-TM#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of November 18, 2021, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and MIDCAP FINANCIAL TRUST, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HRO MERGER SUB LLC, a Delaware limited liability company (“*Merger Sub*”), which promptly following the consummation of the Acquisition (as hereinafter defined) will be merged with and into HRO (Hero Digital) Holdings, LLC, a Delaware limited liability company (the “*Company*”), with the Company as the surviving entity in such merger (the “*Borrower*”), has entered into the Credit Agreement, dated as of November 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with HRO HOLDINGS II CORP., a Delaware corporation, each Lender from time to time party thereto, and MIDCAP FINANCIAL TRUST, as Administrative Agent and as Collateral Agent.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of November 18, 2021 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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 to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

all Patents, Patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the Patents and Patent applications set forth on Schedule A hereto;

all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth on Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark

applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal Law);

all Copyrights, including, without limitation, Copyrights in Computer Software, internet web sites and the contents thereof, whether registered or unregistered, including, without limitation, the Copyright registrations set forth on Schedule C hereto;

all registrations and applications for registration for any of the foregoing;

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth on Schedule D hereto;

any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (ix), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that the terms thereof prohibit the assignment of, or granting a security interest in, such lease, license or other agreement or the grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable Law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Execution in Counterparts. This IP Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, email or other means of electronic transmission of a signature page to this IP Security Agreement shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including email, telegraphic, telecopy or telex communication or facsimile transmission) and mailed, emailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, at its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement.

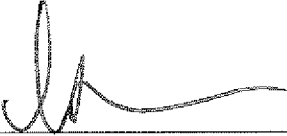
Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

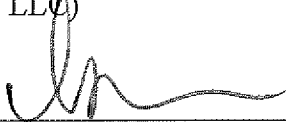
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

HRO HOLDINGS II CORP.

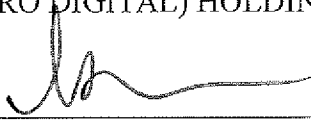
By: 
Name: Iser Cukierman
Title: Chief Financial Officer

HRO MERGER SUB LLC (which on the Closing Date shall be merged with and into HRO (Hero Digital) Holdings, LLC)

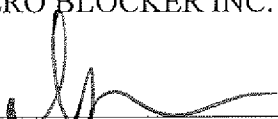
By: 
Name: Iser Cukierman
Title: Chief Financial Officer

The undersigned hereby confirms that, as a result of its merger with HRO Merger Sub LLC, it hereby assumes all of the rights and obligations of the Borrower under the Security Agreement:

HRO (HERO DIGITAL) HOLDINGS, LLC

By: 
Name: Iser Cukierman
Title: Chief Financial Officer

HRO HERO BLOCKER INC.

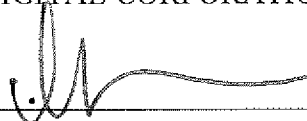
By: 
Name: Iser Cukierman
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007515 FRAME: 0074

HERO DIGITAL CORPORATION, INC.

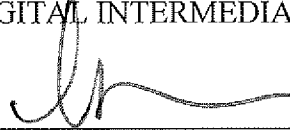
By:



Name: Iser Cukierman
Title: Chief Financial Officer

HERO DIGITAL INTERMEDIATE HOLDINGS, LLC

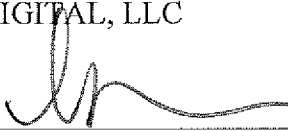
By:



Name: Iser Cukierman
Title: Chief Financial Officer

HERO DIGITAL, LLC

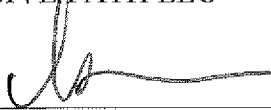
By:



Name: Iser Cukierman
Title: Chief Financial Officer

RESPONSIVE PATH LLC

By:



Name: Iser Cukierman
Title: Chief Financial Officer

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P.,
its Investment Manager

By: Apollo Capital Management GP, LLC,
its General Partner

By:  _____

Name: Maurice Amsellem

Title: Authorized Signatory

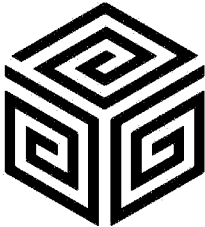
Schedule A

PATENT APPLICATIONS/REGISTRATIONS:

Patent	Country	Owner	Application No. / Filing Date	Patent No. / Issue Date
Customer Relations Management Platform and Content Forum Interfaces	United States	Hero Digital, LLC	62/474,302 March 21, 2017	N/A

Schedule B

TRADEMARK APPLICATIONS/REGISTRATIONS:

Mark	Country	Owner	Serial No. / Filing Date	Registration No. / Registration Date
HERO DIGITAL	United States	Hero Digital, LLC	87828490 March 9, 2018	6121606 August 11, 2020
<i>Design Only</i> 	United States	Hero Digital, LLC	86471899 December 4, 2014	4793767 August 18, 2015

Domain Names:

Domain Name	Registrant Name	Registrant Organization	Expiration Date
alpineinc.com	Perfect Privacy LLC	N/A	December 13, 2022
Herodigital.com	Private Registration	NameBrightPrivacy.com	October 23, 2023

Schedule C

COPYRIGHT APPLICATIONS/REGISTRATIONS

None.

Schedule D

EXCLUSIVE COPYRIGHT LICENSES

None.