

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCURY ACQUISITION 2021, LLC		12/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	5400 LBJ FREEWAY		
Internal Address:	SUITE 1300		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3843853	TELE · TOWN HALL LLC	
Registration Number:	4023887	TELE-BOARDROOM	
Registration Number:	4224414	TELE-TOWN HALL	
Registration Number:	4250634	TELE BOARDROOM	
Registration Number:	4580356	TELENGAGE	
Registration Number:	4667830	TELE BOARDROOM A DIVISION OF TELE·TOWN H	
CORRESPONDENCE DATA			
Fax Number:	2136201398		
<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:	2136201780		
Email:	rbugarin@sheppardmullin.com		
Correspondent Name:	Sheppard Mullin Richter & Hampton LLP		
Address Line 1:	333 South Hope Street		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Rosa Bugarin		
SIGNATURE:	/Rosa Bugarin/		

CH \$165.00 3843853

DATE SIGNED:	12/06/2021
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Total Attachments: 7

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) dated as of December 6, 2021, is made by **MERCURY ACQUISITION 2021, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties.

RECITALS

WHEREAS, Grantor has entered into that certain Second Lien Credit Agreement with the Administrative Agent, the lenders from time to time party thereto (collectively, the “Lenders”; and together with the Administrative Agent, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

AGREEMENT

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

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright 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 (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, 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, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) 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 Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Recordation**. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 4. **Execution in Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement and shall be fully admissible in any enforcement proceedings regarding this Agreement.

SECTION 5. **Grants, Rights and Remedies**. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial**. THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

[Remainder of page intentionally left blank]

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

GRANTOR:

MERCURY ACQUISITION 2021, LLC

By: 

Name: Christopher J. Kipley

Title: President

(Signature Page to Second Lien IP Security Agreement)

TRADEMARK
REEL: 007521 FRAME: 0016

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

Title	Serial No.	Filing Date	Patent No.	Issue Date
SYSTEM AND PROCESS FOR MASS TELEPHONY CONFERENCE CALL	10/954,837	Sep 30, 2004	7,852,998	Dec 14, 2010
SYSTEM AND PROCESS FOR MASS TELEPHONY CONFERENCE CALL	11/350,194	Feb 8, 2006	7,944,861	May 17, 2011
SYSTEM AND PROCESS FOR MASS TELEPHONY CONFERENCE CALL	11/558,647	Nov 10, 2006	8,385,526	Feb 26, 2013
SYSTEM AND PROCESS FOR MASS TELEPHONY CONFERENCE CALL	12/805,459	Jul 30, 2010	8,885,805	Nov 11, 2014
SYSTEM AND PROCESS FOR MASS TELEPHONY CONFERENCE CALL	13/064,654	Apr 6, 2011	8,917,633	Dec 23, 2014
SYSTEM AND METHOD OF ADVANCED CALL ROUTING IN MASS TELEPHONY CONFERENCE CALLS	13/683,209	Nov 21, 2012	8,995,637	Mar 31, 2015


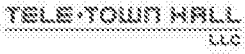
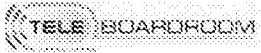
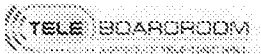

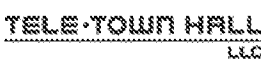

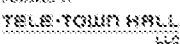
(Schedule A to Second Lien IP Security Agreement)

SMRH:4854-8993-9716

TRADEMARK
REEL: 007521 FRAME: 0017

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date
TELE · TOWN HALL LLC (stylized)  	U.S.	77/787,630	Jul 23, 2009	3,843,853	Sep 7, 2010
TELE-BOARDROOM	U.S.	85/162,326	Oct 27, 2010	4,023,887	Sep 6, 2011
TELE-TOWN HALL	U.S.	85/433,157	Sep 27, 2011	4,224,414	Oct 16, 2012
TELE BOARDROOM (stylized) 	U.S.	85/240,466	Feb 11, 2011	4,250,634	Nov 27, 2012
TELENGAGE	U.S.	85/162,299	Oct 27, 2010	4,580,356	Aug 5, 2014
TELE BOARDROOM A DIVISION OF TELE · TOWN HALL (stylized) 	U.S.	85/240,444	Feb 11, 2011	4,667,830	Jan 6, 2015
TELE-TOWN HALL	CA	1517715	Mar 4, 2011	TMA829855	Aug 14, 2012
TELE-BOARDROOM	CA	1525056	Apr 26, 2011	TMA831150	Sep 5, 2012
 	CA	1517719	Mar 4, 2011	TMA829854	Aug 14, 2012
 POWERED BY 	CA	1538468	Aug 4, 2011	TMA867374	Dec 16, 2013

(Schedule B to Second Lien IP Security Agreement)

SMRH:4854-8993-9716

TRADEMARK
REEL: 007521 FRAME: 0018

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Second Lien IP Security Agreement)

SMRH:4854-8993-9716

RECORDED: 12/06/2021

**TRADEMARK
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