

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698237

<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>
Network Innovations, LLC		12/28/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77793393	NITEL USA	
<b>Serial Number:</b>	77792790	NITEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	055771-0033		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	12/28/2021		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 28, 2021, (this “**Agreement**”), among Network Innovations, LLC (the “**Grantor**”) and Wilmington Trust, National Association, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Nitro Intermediate, Inc., a Delaware corporation (“**Holdings**”), NI Topco, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto, Wilmington Trust, National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of December 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of December 28, 2021, among Holdings, the Borrower, the other Subsidiary Parties named therein and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future during the term of the Credit Agreement may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) in all of the following now owned or hereafter acquired by the Grantor:

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection with any of the foregoing, including registrations

and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, together with

(c) any and all (i) rights corresponding to any of the foregoing throughout the world and (ii) rights to sue for past, present and future infringements, dilutions or other violations of any of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

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

**NETWORK INNOVATIONS, LLC**, as  
Grantor

By: Margi Shaw  
Name: Margi Shaw  
Title: President and Chief Executive Officer

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Amanda Berg  
Title: Banking Officer

Schedule I

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Reg. No. / Reg. Date</b>	<b>Owner</b>
NITEL USA	Registered	77793393	3890957 12/14/2010	Network Innovations, LLC
NITEL	Registered	77792790	3890955 12/14/2010	Network Innovations, LLC