

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705609

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900664747

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMS LinQ, LLC		12/22/2021	Limited Liability Company: DELAWARE
Titan School Solutions, Inc.		12/22/2021	Corporation: DELAWARE
SRC Solutions, Inc.		12/22/2021	Corporation: PENNSYLVANIA
LINQ Alio, LLC		12/22/2021	Limited Liability Company: DELAWARE
Infinite Cohesion, Ltd.		12/22/2021	Limited Corporation: OHIO
Colyar Technology Solutions LLC		12/22/2021	Limited Liability Company: ARIZONA
SCRIPT, LLC		12/22/2021	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Sixth Street Specialty Lending, Inc.
<b>Street Address:</b>	100 McKinney Ave., Suite 491500
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	5154807	LINQ
<b>Registration Number:</b>	4814936	LUNCHAPPLICATION.COM
<b>Registration Number:</b>	3354764	MEALS PLUS
<b>Registration Number:</b>	5002553	E ESCHOOLVIEW
<b>Registration Number:</b>	2740068	DYNACAL
<b>Registration Number:</b>	2733713	DYNACAL DYNAMIC CALENDARING
<b>Registration Number:</b>	4236135	
<b>Registration Number:</b>	4731145	TITAN SCHOOL SOLUTIONS
<b>Registration Number:</b>	6250928	FEED IT FORWARD TITAN SCHOOL SOLUTIONS
<b>Registration Number:</b>	3606629	ALIO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6057770	SCRIPT
Serial Number:	88528150	C CARTEWHEEL
Serial Number:	88528121	CARTEWHEEL
Serial Number:	88528124	DO YOU CARTEWHEEL?

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1554955 TM
<b>NAME OF SUBMITTER:</b>	Sandy Lee
<b>SIGNATURE:</b>	/Sandy Lee/
<b>DATE SIGNED:</b>	01/31/2022

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2021 (this "Agreement"), is made by each of the undersigned Grantors (the "Grantors"), in favor of Sixth Street Specialty Lending, Inc., a Delaware corporation with a place of business located at 100 McKinney Ave., Suite 491500, Dallas, Texas, 75201, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantors entered into a Guarantee and Collateral Agreement, dated as of December 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantors and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Recordation. Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

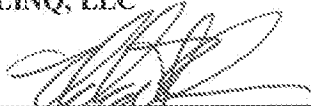
Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or Adobe "pdf" file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered as of the date first set forth above.

**EMS LINQ, LLC**

By:   
Name: Michael Boch  
Title: Chief Financial Officer

**INFINITE COHESION, LTD.**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

**SRC SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

**COLYAR TECHNOLOGY SOLUTIONS LLC**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

**TITAN SCHOOL SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

**LINQ ALIO, LLC**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

**SCRIPT, LLC**

By: \_\_\_\_\_  
Name: Stephen Davis  
Title: President

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered as of the date first set forth above.

**EMS LINQ, LLC**

By: \_\_\_\_\_  
Name: Michael Boch  
Title: Chief Financial Officer

**INFINITE COHESION, LTD.**

By: Stephen Davis  
Name: Stephen Davis  
Title: President

**SRC SOLUTIONS, INC.**

By: Stephen Davis  
Name: Stephen Davis  
Title: President

**COLYAR TECHNOLOGY SOLUTIONS LLC**

By: Stephen Davis  
Name: Stephen Davis  
Title: President

**TITAN SCHOOL SOLUTIONS, INC.**

By: Stephen Davis  
Name: Stephen Davis  
Title: President

**LINQ ALIO, LLC**


By: Stephen Davis  
Name: Stephen Davis  
Title: President

**SCRIPT, LLC**

By: Stephen Davis  
Name: Stephen Davis  
Title: President

Accepted and Agreed:

SIXTH STREET SPECIALTY LENDING, INC.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Robert "Bo" Stanley  
Title: President

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 007547 FRAME: 0491**

**SCHEDULE A**  
to  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>	<b>Application No./ Application Date</b>	<b>Reg. No./ Reg. Date</b>
LINQ	U.S. Federal	Registered	EMS LinQ, LLC	87088104 June 29, 2017	5154807 March 7, 2017
LUNCHAPPLICATION.COM	U.S. Federal	Registered	EMS LinQ, LLC	76715427 November 22, 2013	4814936 September 15, 2015
MEALS PLUS	U.S. Federal	Registered	EMS LinQ, LLC	76669771 November 30, 2006	3354764 December 18, 2007
E ESCHOOLVIEW 	U.S. Federal	Registered	Infinite Cohesion, Ltd.	86834032 November 30, 2015	5002553 July 19, 2016
DYNACAL 	U.S. Federal	Registered	Infinite Cohesion, Ltd.	76445416 August 30, 2002	2740068 July 22, 2003
DYNACAL DYNAMIC CALENDARING 	U.S. Federal	Registered	Infinite Cohesion, Ltd.	75982989 October 10, 2001	2733713 July 8, 2003
	U.S. Federal	Registered	SRC Solutions, Inc.	85389382 August 4, 2011	4236135 November 6, 2012
C CARTEWHEEL & Design (w/color claim) 	U.S. Federal	Pending ITU	Colyar Technology Solutions LLC	88528150 July 22, 2019	
CARTEWHEEL	U.S. Federal	Pending ITU	Colyar	88528121	



<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>	<b>Application No./ Application Date</b>	<b>Reg. No./ Reg. Date</b>
			Technology Solutions LLC	July 22, 2019	
DO YOU CARTEWHEEL?	U.S. Federal	Pending ITU	Colyar Technology Solutions LLC	88528124 July 22, 2019	
TITAN SCHOOL SOLUTIONS (word mark)	U.S. Federal	Registered	Titan School Solutions, Inc.	86386996 September 5, 2014	4731145 May 5, 2015
 FEED IT FORWARD TITAN SCHOOL SOLUTIONS	U.S. Federal	Registered	Titan School Solutions, Inc.	90020667 June 25, 2020	6250928 January 19, 2021
ALIO	U.S. Federal	Registered	LINQ Alio, LLC	77193974 May 31, 2007	3606629 April 14, 2009
SCRIPT	U.S. Federal	Registered	Script, LLC	88649271 October 10, 2019	6057770 May 19, 2020