

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL INSTRUMENTS WORLDWIDE, INC.		01/07/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIDTOWN MADISON MANAGEMENT LLC		
Street Address:	780 Third Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6214182	VIRTANA	
Registration Number:	6228723	CLOUDWISDOM	
Serial Number:	88296855	APPWISDOM	
Registration Number:	5382588	METRICLY	
Registration Number:	5382589	M METRICLY	
Registration Number:	6309178	WORKLOADWISDOM	
Registration Number:	4870399	N NETUITIVE	
Registration Number:	3756036	VIRTUALWISDOM	
Registration Number:	4168201	VIRTUAL INSTRUMENTS	
Registration Number:	3000435	N NETUITIVE	
Registration Number:	3052522		
Registration Number:	2556751	NETUITIVE	
Registration Number:	2553373	NETUITIVE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			

CH \$340.00 6214182

Phone: 9498527792
Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 45478.11

NAME OF SUBMITTER: Juliana Gaines

SIGNATURE: /Juliana Gaines/

DATE SIGNED: 01/10/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by VIRTUAL INSTRUMENTS WORLDWIDE, INC., a California corporation (the “**Grantor**”) in favor of MIDTOWN MADISON MANAGEMENT LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar

offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, 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. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations

and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

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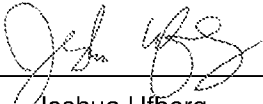
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**VIRTUAL INSTRUMENTS WORLDWIDE,
INC.**, as Grantor

DocuSigned by:
By: Marion Smith III
527F7C1360094D2...
Name: Marion Smith
Title: Chief Financial Officer

Acknowledged and Agreed:

MIDTOWN MADISON MANAGEMENT LLC,
as Administrative Agent

By: 
Name: Joshua Ufberg
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT


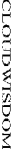

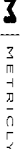

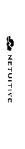
[Attached]

Schedule A


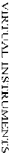


4148-6967-3267

TRADEMARK
REEL: 007553 FRAME: 0688

Selected T[™]M Records

Hit No.	Citation	Image	Status	Application Number	Registration Number	Owner Name
US-1	VIRTANA		Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 86585793	Reg 6214182	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-2	CLOUDWISDOM Cross References: CLOUD WISDOM APPWISDOM		Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 88296851	Reg 6228723	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-3	APPWISDOM Cross References: APP WISDOM METRICLY		Abandoned Intent to Use - Filed Intent to Use	App 88296855		VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-4	M METRICLY Cross References: M METRICLY WORKLOADWIS DOM		Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 87443852	Reg 5382588	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-5	M METRICLY Cross References: M METRICLY WORKLOADWIS DOM		Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 87443873	Reg 5382589	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-6	APPWISDOM Cross References: WORKLOAD WISDOM N NETUITIVE		Registered Filed AS USE APPLICATION USE APPLICATION - CURRENT	App 86619875	Reg 4870399	VIRTUAL INSTRUMENTS WORLDWIDE, INC.

Selected TMI Records

US-20	VIRTUALWISDOM M Cross References: VIRTUAL WISDOM VIRTUAL INSTRUMENTS	 VIRTUAL WISDOM 3914	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 77700199	Reg 3756036	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-21	VIRTUAL WISDOM VIRTUAL INSTRUMENTS		Registered USE APPLICATION - CURRENT	App 77559432	Reg 4168201	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-24	N NETUITIVE		Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 76608311	Reg 3000435	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-25	Design Only		Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 76608452	Reg 3052522	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-27	NETUITIVE		Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 75791929	Reg 2556751	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
US-28	NETUITIVE		Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	App 75776949	Reg 2553373	VIRTUAL INSTRUMENTS WORLDWIDE, INC.
CA-1	VIRTANA CompuMark Trademark: VIRTANA		Formalized (Pending)	App 2080365		Virtual Instruments Worldwide, Inc.

Selected TMI Records

CA-2	NETWISDOM CompuMark Trademark: NETWISDOM Cross References: NET WISDOM VIRTANA	Registered	App 1195730	Reg TMA678065	Virtual Instruments Worldwide, Inc.
GB-1	UNPUBLISHED APPLICATION (PENDING) Status According to PTO: PENDING REGISTRATION (REGISTERED)		App 3705118		Virtual Instruments Worldwide, Inc. (United States of America)
GB-2	VIRTUALWISDO M	Status According to PTO: REGISTERED REGISTRATION (REGISTERED)	App UK00908492167	Reg UK00908492167	Virtual Instruments Worldwide, Inc. (United States of America)
GB-3	VIRTUAL INSTRUMENTS	Status According to PTO: REGISTERED REGISTRATION (REGISTERED)	App UK00908417867	Reg UK00908417867	Virtual Instruments Worldwide, Inc. (United States of America)
GB-4	NETWISDOM	Status According to PTO: REGISTERED REGISTRATION (REGISTERED)	App UK00903489961	Reg UK00903489961	Virtual Instruments Worldwide, Inc. (United States of America)
EM-2	VIRTUALWISDO M <small>VIRTUALWISDOM</small>	Status According to PTO: REGISTERED REGISTRATION (REGISTERED)	App 8492167	Reg 8492167	Virtual Instruments Worldwide, Inc. (United States of America)
EM-3	VIRTUAL INSTRUMENTS <small>VIRTUAL INSTRUMENTS</small>	Status According to EUIPO: REGISTERED REGISTRATION (REGISTERED)	App 8417867	Reg 8417867	Virtual Instruments Worldwide, Inc. (United States of America)

Selected TM Records

EM-4	NETWISDOM	NETWISDOM	REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED	App 3489961	Reg 3489961	Virtual Instruments Worldwide, Inc. (United States of America)
JP-1	NETWISDOM Original Trademark Name: NETWISDOM	NETWISDOM	REGISTERED	App 2003-102273	Reg 4787559	VIRTUAL INSTRUMENTS WORLDWIDE, INC. (United States of America) バーチャル・インスツル メント・ワールドワイド ・インコーポレーテッド
WO-1	VIRTANA		REGISTRATION (REGISTERED)		Reg 1572300	Virtual Instruments Worldwide, Inc. (United States of America)