

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
r4 Technologies, Inc.		01/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HOMF II R4 Holdings, LLC		
Street Address:	333 Ludlow Street		
Internal Address:	South Tower, 5th Floor		
City:	Stamford		
State/Country:	CALIFORNIA		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6154297	XEM	
Registration Number:	6110738	R4	
Registration Number:	4645734	R4 TECHNOLOGIES	
Registration Number:	4645733	R4	
Registration Number:	4610512	R4	
CORRESPONDENCE DATA			
Fax Number:	2039735250		
<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:	203-973-5229		
Email:	shammond@martinllp.net		
Correspondent Name:	Scott Hammond		
Address Line 1:	333 Ludlow Street		
Address Line 2:	South Tower, 2nd Floor		
Address Line 4:	Stamford, CONNECTICUT 06902		
NAME OF SUBMITTER:	Scott Hammond		
SIGNATURE:	/Scott Hammond/		
DATE SIGNED:	01/11/2022		

OP \$140.00 6154297

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of January 3, 2022, by R4 TECHNOLOGIES, INC., a Delaware corporation (the “**Grantor**”), in favor of HOMF II R4 HOLDINGS, LLC, a Delaware limited liability company (the “**Holder**”), as holder under the Note described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Promissory Note, dated as of the date hereto, by Grantor in favor of the Holder (as amended, restated, amended and restated, supplemented or otherwise modified from time to time from the date hereof, the “**Note**”), the Holder agrees to advance to Grantor a loan in the original principal amount of \$7,000,000 (the “**Loan**”);

WHEREAS, the Holder is willing to make the Loan as provided for in the Note, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Holder the Security Agreement, dated as of the date hereto (the “**Security Agreement**”), by the Grantor; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Note, or if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Note and the other Transaction Documents, the Grantor grants to the Holder, for the benefit of the Secured Party, a first priority security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of the Grantor’s Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License; provided that the Trademark Collateral does not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office

(provided that each such intent-to-use application shall be considered Trademark Collateral immediately and automatically upon such acceptance).

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Holder, on behalf of itself and the Secured Party, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Holder with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

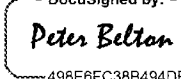
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

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

GRANTOR:

R4 TECHNOLOGIES, INC.

By:  _____
DocuSigned by:
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Name: Peter Belton

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

HOLDER:

HOMF II R4 HOLDINGS, LLC

By: Hildene Capital Management, LLC, as its Manager


By: 

Name: Brett Jefferson

Title: President & Co-Chief Investment Officer

Schedule I

Trademark Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
XEM	88342213	March 15, 2019	6154297	September 15, 2020
R4 (Design Plus Words) 	88457504	June 3, 2019	6110738	July 28, 2020
R4 Technologies	85832317	January 25, 2013	4645734	November 25, 2014
R ⁴	85832294	January 25, 2013	4645733	November 25, 2014
R4	85832124	January 25, 2013	4610512	September 23, 2014

Trademark Applications

N/A

Trademark Licenses

N/A