OP \$165.00 9030647

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM711266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lightspeed Solutions, LLC		03/01/2022	Limited Liability Company: CALIFORNIA
CatchOn, Inc.		03/01/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association	
Street Address:	500 First Avenue	
Internal Address:	Commercial Loan Service Center/DCC	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	90306472	LIGHTSPEED SYSTEMS	
Registration Number:	4058980	LIGHTSPEED SYSTEMS	
Registration Number:	5405239	RELAY	
Registration Number:	5774085	CATCHON	
Registration Number:	5774087	CATCH ON	
Registration Number:	6374977	PATTERNS OF DIGITAL ENGAGEMENT	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com **Correspondent Name:** Timothy D. Pecsenye (074658-19035)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-19035

TRADEMARK
REEL: 007646 FRAME: 0056

900678491

NAME OF SUBMITTER: Timothy D. Pecsenye			
SIGNATURE:	/Timothy D. Pecsenye/		
DATE SIGNED:	03/01/2022		
Total Attachments: 5 source=Trademark Security Agreement (PNC-Lightspeed) - Executed#page1.tif source=Trademark Security Agreement (PNC-Lightspeed) - Executed#page2.tif			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of PNC Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, the Grantors and certain other grantors are party to the Security Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are 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 Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the "Trademark Collateral" (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;
- (ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

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 hereof 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 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 and acceptance thereof by the USPTO, 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

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

LIGHTSPEED SOLUTIONS, LLC

Name: Brian Thomas

Title: Chief Executive Officer

CATCHON, INC.

Name: Brian Thomas

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

PNC BANK, NATIONAL ASSOCIATION, as

Collateral Agent

By: Adam Tramo Name: Adam Eramo

Name: Adam Eramo Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
LIGHTSPEED SYSTEMS	90306472 11/09/2020	N/A	Application Filed	Lightspeed Solutions,
LIGHTSPEED SYSTEMS	85224718 01/24/2011	4058980 11/22/2011	Registered	Lightspeed Solutions, LLC
"RELAY"	87442806 05/09/2017	5405239 2/20/2018	Registered	Lightspeed Solutions, LLC
CATCHON	88155792 10/15/2018	5774085 06/11/2019	Registered	CatchOn, Inc.
CATCHON (& design)	88155837 10/15/2018	5774087 06/11/2019	Registered	CatchOn, Inc.
PATTERNS OF DIGITAL ENGAGEMENT	90313387 11/11/2020	6374977 06/01/2021	Registered	CatchOn, Inc.

RECORDED: 03/01/2022