

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712778

<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>
Thrive Operations, LLC		03/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC		
<b>Street Address:</b>	405 Colorado Street		
<b>Internal Address:</b>	Suite 1500		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3230992	POWERVERVIEW	
<b>Registration Number:</b>	4367148	SOUTHTECH	
<b>Registration Number:</b>	4367149	SOUTHTECH	
<b>Registration Number:</b>	5315306	SOUTHTECH	
<b>Registration Number:</b>	5401284	SOUTHTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>	17044441115		
<b>Email:</b>	elissa.hart@alston.com		
<b>Correspondent Name:</b>	Lauren R. Timmons		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280		
<b>NAME OF SUBMITTER:</b>	Elissa Hart		
<b>SIGNATURE:</b>	/Elissa Hart/		
<b>DATE SIGNED:</b>	03/08/2022		

CH \$140.00 3230992

**Total Attachments: 5**

source=AB\_Thrive - Trademark Security Agreement (SouthTech)#page1.tif

source=AB\_Thrive - Trademark Security Agreement (SouthTech)#page2.tif

source=AB\_Thrive - Trademark Security Agreement (SouthTech)#page3.tif

source=AB\_Thrive - Trademark Security Agreement (SouthTech)#page4.tif

source=AB\_Thrive - Trademark Security Agreement (SouthTech)#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 1, 2022 (this “**Trademark Security Agreement**”), by and between Thrive Operations, LLC, a Delaware limited liability company (the “**Grantor**”) and AB Private Credit Investors LLC, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of January 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Thrive Intermediate, Inc., a Delaware corporation (“**Holdings**”), Thrive Buyer, Inc., a Delaware corporation (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement dated as of January 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals and extensions of the foregoing; (c) all income, royalties, damages, proceeds, liabilities and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, proceeds, claims, liabilities and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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

Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

THRIVE OPERATIONS, LLC, as Grantor

By: \_\_\_\_\_

Name: Leonard Slap

Title: Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 007652 FRAME: 0587**

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Administrative Agent

DocuSigned by:  
*Evan Cohen*  
By: \_\_\_\_\_  
Name: Evan Cohen  
Title: Managing Director

**SCHEDULE I**

TRADEMARKS

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
Thrive Operations, LLC	3,230,992	April 17, 2007	"POWerview"
Thrive Operations, LLC	4,367,148	July 16, 2013	"SOUTHTECH"
Thrive Operations, LLC	4,367,149	July 16, 2013	"SOUTHTECH"
Thrive Operations, LLC	5,315,306	October 24, 2017	"SOUTHTECH"
Thrive Operations, LLC	5,401,284	February 13, 2018	"SOUTHTECH"