

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716145

<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>
BAXTER PLANNING SYSTEMS MIDCO, LLC		10/20/2021	Limited Liability Company: DELAWARE
BAXTER PLANNINGSYSTEMS OPCO, LLC		10/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5778480	ENTERCOMS	
<b>Registration Number:</b>	5017857	ENTERCOMS PULSE	
<b>Registration Number:</b>	5017850	ENTERCOMS SONAR	
<b>Registration Number:</b>	5017849	ENTERCOMS REFLEX	
<b>Registration Number:</b>	4922423	ENTERCOMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1626765 TM		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		

OP \$140.00 5778480

<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	03/23/2022
<b>Total Attachments: 8</b> source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page1.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page2.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page3.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page4.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page5.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page6.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page7.tif source=Closing Copy - E03. Intellectual Property Security Agreement - Baxter Planning Systems OpCo, LLC#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 20, 2021 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 20, 2021, by and among BAXTER PLANNING SYSTEMS MIDCO, LLC, a Delaware limited liability company (“*Holdings*”), BAXTER PLANNING SYSTEMS OPCO, LLC, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SVB, as the Issuing Lender and the Swingline Lender, and SVB, as administrative agent and collateral agent for the Lenders (in such capacity, the “*Administrative Agent*”) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Holdings, the Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Holdings, the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Holdings, the Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, the Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill

associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

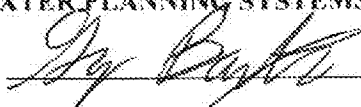
**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**BAXTER PLANNING SYSTEMS MIDCO, LLC**

By: 

Name: Greg Baxter

Title: Chief Executive Officer and Treasurer

**BAXTER PLANNING SYSTEMS OPCO, LLC**

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

Name: Elliot Strumlauf

Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**BAXTER PLANNING SYSTEMS MIDCO, LLC**

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

Name: Greg Baxter

Title: Chief Executive Officer and Treasurer

**BAXTER PLANNING SYSTEMS OPCO, LLC**

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

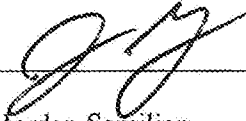
Name: Elliot Strumlauf

Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK,**  
as the Administrative Agent

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

Name: Jordan Samuljan

Title: Managing Director

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights

None.

Pending Copyright Applications

None.



## **EXHIBIT B**

### **PATENTS**

#### **Issued Patents**

<b>APPLICATION TITLE</b>	<b>APPLICATION NO. / PATENT NO. / JURISDICTION</b>	<b>FILING DATE / ISSUE DATE</b>	<b>OWNER OF RECORD <sup>1</sup></b>
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	16/356,665 10,810,548 United States	03/18/2019 10/20/2020	Baxter Planning Systems Opco, LLC
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	14/185,759 10,262,297 United States	02/20/2014 04/16/2019	Baxter Planning Systems Opco, LLC
SYSTEMS AND METHOD FOR SERVICE CHAIN VISUALIZATION AND MONITORING OF REUSABLE COMMODITIES	14/068,779 10,475,040 United States	10/31/2013 11/12/2019	Baxter Planning Systems Opco, LLC

#### **Pending Patent Applications**

<b>APPLICATION TITLE</b>	<b>APPLICATION NO. / PATENT NO. / JURISDICTION</b>	<b>FILING DATE / ISSUE DATE</b>	<b>OWNER OF RECORD</b>
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	17/074,355 N/A United States	10/19/2020 N/A	Baxter Planning Systems Opco, LLC
METHOD FOR MANAGEMENT OF POST- SALES SERVICES SUPPLY CHAIN	13/482,111 N/A United States	05/29/2012 N/A	Baxter Planning Systems Opco, LLC
METHOD FOR MANAGEMENT OF POST SALES SERVICES SUPPLY CHAIN	14/106,035 N/A United States	12/13/2013 N/A	Baxter Planning Systems Opco, LLC


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<sup>1</sup> The assignment of patents from Entercoms Inc. will be effective as of the Closing.

**EXHIBIT C**

**TRADEMARKS**

**Registered Trademarks**

<b>MARK</b>	<b>SERIAL NO. / REGISTRATION NO. / JURISDICTION</b>	<b>FILING DATE / REGISTRATION DATE</b>	<b>OWNER OF RECORD <sup>2</sup></b>
ENTERCOMS	87/627,819 5,778,480 United States	09/29/2017 06/18/2019	Baxter Planning Systems Opco, LLC
ENTERCOMS PULSE	86/865,865 5,017,857 United States	01/05/2016 08/09/2016	Baxter Planning Systems Opco, LLC
ENTERCOMS SONAR	86/865,686 5,017,850 United States	01/05/2016 08/09/2016	Baxter Planning Systems Opco, LLC
ENTERCOMS REFLEX	86/865,677 5017849 United States	01/05/2016 08/09/2016	Baxter Planning Systems Opco, LLC
	86/715,592 4,922,423 United States	08/05/2015 03/22/2016	Baxter Planning Systems Opco, LLC

**Pending Trademark Applications**

None.

ny-2205510

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<sup>2</sup> The assignment of trademarks from Entercoms Inc. will be effective as of the Closing.