# 900686776 04/08/2022

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM719959

SUBMISSION TYPE:	MISSION TYPE: RESUBMISSION	
NATURE OF CONVEYANCE:	Trademark Security Agreement	
RESUBMIT DOCUMENT ID:	900669801	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antenna LLC	FORMERLY Antenna, Inc.	12/22/2021	Limited Liability Company: MINNESOTA

### **RECEIVING PARTY DATA**

Name:	Brightwood Loan Services LLC	
Street Address:	810 7th Avenue, 26th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3558761	ANTENNA

### **CORRESPONDENCE DATA**

**Fax Number:** 2129096836

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:** 212-909-6000

**Email:** trademarks@debevoise.com

Correspondent Name: Louis E. Sanchez, Esq. Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

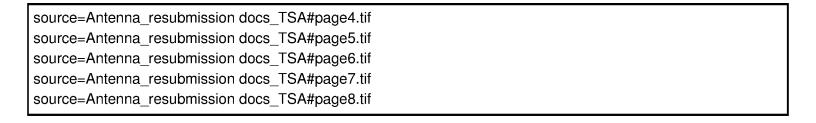
NAME OF SUBMITTER:Louis E. SanchezSIGNATURE:/Louis E. Sanchez/DATE SIGNED:04/08/2022

### **Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2021 (this "Trademark Security Agreement"), made by Antenna, LLC, a Minnesota limited liability company (the "Grantor"), in favor of Brightwood Loan Services, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second Restatement Amendment, dated as of November 16, 2021, together with that certain Second Amended and Restated Credit Agreement, dated as of November 16, 2021 (as amended, restated, extended, supplemented or otherwise modified from time to time), by and among 24 Seven Holdco, LLC, a Delaware limited liability company, 24 Seven Midco, LLC, a Delaware limited liability company, each Existing Term Lender and Restatement Lender from time to time party thereto, Brightwood Loan Services, LLC, as Administrative Agent and the other Loan Parties party thereto (the "Credit Agreement") and (ii) the Security Agreement, dated as of August 1, 2016 (as amended by that certain Supplement No. 1, dated as of August 15, 2019, that certain Supplement No. 2, dated as of April 19, 2021, and that certain Supplement No. 3, dated as of the date hereof, as may be further amended, restated, extended, supplemented, or otherwise modified from time to time, the "Security Agreement").

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

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, 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.
- Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
- Section 4. <u>Counterparts</u>. This Trademark Security 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 telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on

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behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

Section 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

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

Antenna, LLC as Grantor

Name: Evan Lupion Title: Secretary

[Signature Page to Trademark Security Agreement]

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Accepted and Agreed

Brightwood Loan Services, LLC, as Collateral Agent

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

Name: Sengal Selassie Title: Authorized Person

By:

Name: Jennifer Patrickakos Title: Head of Loan Operations

[Signature Page to Trademark Security Agreement (Antenna)]

TRADEMARK REEL: 007675 FRAME: 0178

**RECORDED: 01/14/2022**