TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM717959

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
EDGEPRESENCE, LLC		03/30/2022	Limited Liability Company: FLORIDA	

RECEIVING PARTY DATA

Name:	DATABANK HOLDINGS LTD.		
Street Address:	400 S. AKARD STREET, SUITE 100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Limited Partnership: TEXAS		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6434906	EDGEPOD
Registration Number:	6005080	EDGEPRESENCE

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-7027

Email: cmintzer@jonesday.com, pcyngier@jonesday.com

CASSANDRA P. MINTZER/JONES DAY **Correspondent Name:**

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	227969-630022	
NAME OF SUBMITTER:	CASSANDRA P. MINTZER	
SIGNATURE:	/CASSANDRA P. MINTZER/	
DATE SIGNED:	03/31/2022	

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of March 30, 2022, by EDGEPRESENCE, LLC, a Florida limited liability company ("Grantor"), in favor of DATABANK HOLDINGS LTD., as Lender (together with its successors and assigns, "Grantee"):

<u>WITNESSETH</u>:

WHEREAS, Grantor and Grantee are parties to that certain Note Purchase Agreement, dated as of October 16, 2020 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "NPA"), providing for extension of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the NPA, the Security Agreement (as defined in the NPA) and certain other security documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), in the United States Patent and Trademark Office (the "USPTO") and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing under the NPA and the Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of NPA and Security Agreement</u>. The NPA and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the NPA.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other security document, Grantor hereby grants to Grantee, for its benefit, and hereby reaffirms its prior grant pursuant to the NPA and the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether now owned or existing and hereafter created, acquired or arising:

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- (i) the Trademarks, including each Trademark License and Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
 - 3. [Reserved].
 - 4. [Reserved].

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- 5. <u>Events of Default and Remedies</u>. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the NPA, the Note or the Security Agreement, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.
- 6. <u>Governing Law.</u> THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
- 7. <u>Miscellaneous</u>. Section 7 of the NPA is hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, as if fully set forth herein.

(Signature Pages Follow)

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(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR:

EDGEPRESENCE, LLC, a Florida limited liability company

By: Name: Douglas Recker

Title: President and Founder

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(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First Written Above

GRANTEE:

DATABANK HOLDINGS LTD., a Texas limited

partnership

By: I

DB DataCenter GP LLC

Its:

General Partner

DocuSigned by:

Raul Martynek

Name: Raul Martynek

Title: Chief Executive Officer

Schedule 1

Trademark Applications

None.

Trademarks

MARK	OWNER	APP. NO.	FILED	REG. NO.	REG. DATE	STATUS
EDGEPOD	EdgePresence, LLC	88120256	09/17/2018	6434906	07/27/2021	Registered
EDGEPRESENCE	EdgePresence, LLC	88146850	10/08/2018	6005080	03/10//2020	Registered

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RECORDED: 03/31/2022