

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721268

<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>
CHARGE CCCV LLC		04/14/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACP POST OAK CREDIT I LLC		
<b>Street Address:</b>	777 Post Oak Blvd. Ste 430		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97135587	C4V	
<b>Serial Number:</b>	97135586	C4V	
<b>Serial Number:</b>	97135585	C4V	
<b>Serial Number:</b>	97135583	C4V	
<b>Serial Number:</b>	97131021	LI+SER	
<b>Serial Number:</b>	97131018	LISER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	103642.0004		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	04/14/2022		

CH \$165.00 97135587

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 14, 2022, is made by Charge CCCV LLC (the "Grantor") in favor of ACP Post Oak Credit I LLC as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Recitals

The Collateral Agent, the Grantor, Imperium3 New York, Inc., IM3NY LLC and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of April 14, 2022 (the "Collateral Agreement").

The Grantor owns the trademarks and trademark applications listed on Schedule A attached hereto (the "Trademarks"), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2. The Security Interest. The Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, 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 interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks (except any "intent to use" Trademark applications pending Under Section 1(b) of the Trademark Act for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed)); (2) all divisionals, continuations, renewals, extensions and continuations-in-part thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof and (5) all rights corresponding to any of the foregoing throughout the world.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms and provisions of the Credit Agreement and the Collateral Agreement. In the event of any inconsistency between the provisions of this Agreement and the Credit Agreement or the Collateral Agreement with respect to the priority of the Liens created hereby and the rights and remedies of the Collateral Agent, the provisions of the Credit Agreement and/or the Collateral Agreement shall supersede the provisions of this Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

CHARGE CCCV LLC

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



Name: Shailesh Upreti

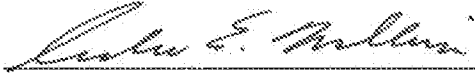
Title: CEO

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 007692 FRAME: 0175**

Acknowledged and Agreed:

ACP POST OAK CREDIT I LLC  
as Collateral Agent

By:   
Name: Andrew Mallozzi  
Title: Managing Member

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007692 FRAME: 0176**

Schedule A

Trademarks

<u>Title</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Issued</u>
iM3NY, iM3	Unregistered Trade Name	--	--	--
C4V	97135587	11-20-2021	--	--
C4V	97135586	11-20-2021	--	--
C4V	97135585	11-20-2021	--	--
C4V	97135583	11-20-2021	--	--
LI+SER	97131021	11-18-2021	--	--
LISER	97131018	11-18-2021	--	--