

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725923

<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>
SOURCEPASS SUITE3, LLC		03/15/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metropolitan Partners Group Administration, LLC		
<b>Street Address:</b>	850 Third Avenue		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88439461	SUITE3	
<b>Serial Number:</b>	88439514	PROTECTSUITE	
<b>Serial Number:</b>	88439559	MANAGESUITE	
<b>Serial Number:</b>	90813414	SIOMETRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Matthew Holmes		
<b>SIGNATURE:</b>	/Matthew Holmes/		
<b>DATE SIGNED:</b>	05/05/2022		
<b>Total Attachments: 7</b>			

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**INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**  
**(TRADEMARKS)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 15, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Metropolitan Partners Group Administration, LLC, as administrative, payment and collateral agent for itself and the Secured Parties under the Credit Agreement (as defined below) (in such capacities, together with its successors and permitted assigns, “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into by and among Sourcepass, Inc., a Delaware corporation (“Borrower”), Sourcepass Holdings, LLC, a Delaware limited liability company (“Parent”), each of the Subsidiaries of Parent (other than the Borrower) that is now or hereafter becomes a guarantor of the Obligations of Borrower and the other Guarantors from time to time party thereto (together with Parent, each a “Guarantor”, and collectively, the “Guarantors”), each of the financial institutions from time to time party thereto (collectively the “Lenders”) and Agent, Lenders have agreed to make, and may hereafter make, Term Loans (as defined therein) to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of December 30, 2021, made by and among the Grantors (as defined therein) and Agent for itself and the Secured Parties (as such agreement has or may hereafter be amended, restated, supplemented or otherwise modified from time to time, including pursuant to any joinder to the security agreement entered into by a Loan Party (including, without limitation, the Joinder to Security Agreement entered into by the Grantors in favor of Agent on the date hereof), together with such joinders, the “Security Agreement”), to secure the Secured Obligations (as defined therein); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein (including the Recitals) without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

**Section 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor, hereby collaterally assigns and pledges to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a continuing Lien on and security interest in all of its right, title and

interest in and to all of such Grantor's Trademarks, including without limitation, the Trademarks set forth on Schedule I attached hereto and made a part of this Agreement, and all proceeds and products thereof (the "Trademark Collateral"), in each case, other than any Excluded Property.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder, in each case, to the extent required by the terms of the Credit Agreement and the Security Agreement.


**Section 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf image and email) shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).

[SIGNATURE PAGES FOLLOW]

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

SOURCEPASS SUITE3, LLC, as Grantor

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

Name: Charles Canton

Title: Chief Executive Officer and President



SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)

1. TRADEMARKS REGISTRATIONS

Mark/Name/AN/RN	Status/Status Date	Brief Goods/Services
SUITE3  RN: 6,077,863 SN: 88-439,461	Registered June 16, 2020	Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including patch management and turn-key project implementation services  Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software
PROTECTSUITE  RN: 6,077,865 SN: 88-439,514	Registered June 16, 2020	Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including patch management and turn-key project implementation services  Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software

Mark/Name/AN/RN	Status/Status Date	Brief Goods/Services
MANAGESUITE  RN: 6,077,866 SN: 88-439,559	Registered June 16, 2020	Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including patch management and turn-key project implementation services  Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software



## 2. TRADEMARK APPLICATIONS

<p>SIOMETRY</p> <p>RN: N/A</p> <p>Application No.: 90813414</p>	<p>Application Submitted July 6, 2021</p>	<p>Class 42: Managed security services in the nature of security information event management (SIEM); Managed computer security services delivered through security operations centers, namely, managing and optimizing computer security software for security information and event management (SIEM); Security operations center as a service for computer systems, namely, monitoring of cyber security systems incidents, and responding to cyber security systems threats by tracking, analyzing, and managing data; security operation center services, namely, monitoring and providing notification of security incidents or threats</p>
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## 3. TRADEMARK LICENSES

None.