

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lightning Step Technologies, LLC		05/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Aquarius Capital Partners LLC		
Street Address:	3605 Hoods Hill Rd.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5155584	ZENCHARTS MAKE PEACE WITH PAPERWORK	
Registration Number:	4877460	MAKE PEACE WITH PAPERWORK	
Registration Number:	5052390	ZENCHARTS	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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>			
Phone:	615-259-6126		
Email:	trademarks@bassberry.com		
Correspondent Name:	Marian Moore		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	129527.0100		
NAME OF SUBMITTER:	Marian Moore		
SIGNATURE:	/Marian Moore/		
DATE SIGNED:	05/11/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) dated effective as of May 11, 2022, is made by Lightning Step Technologies, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Aquarius Capital Partners LLC, a Delaware limited liability company (the “**Grantee**”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Loan and Security Agreement dated as of March 9, 2022, by and among Grantor and AVA Billing and Consulting, LLC, a Delaware limited liability company, collectively as the Borrowers, and Grantee, as lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the agreements, provisions and covenants contained herein and in the Loan Agreement, and to induce the Grantee to enter into the Loan Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Grantee, and grants to the Grantee a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

- (1) all of its trademarks, including, without limitation, those listed on Schedule 1 hereto (each a “**Trademark**”, and collectively, the “**Trademarks**”);
- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Interest. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the

prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Satisfaction of Obligations. Upon full and unconditional satisfaction and performance of all of the Obligations of the Grantor, the Grantee shall execute and deliver to the Grantor all documents reasonably necessary to terminate the security interest of the Grantee in the Trademark Collateral.

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 Texas.

(SIGNATURE PAGE FOLLOWS)

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.

Lightning Step Technologies, LLC, as the Grantor

DocuSigned by:

William Monroe

By: _____

Name: William Monroe

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]