

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homebot, Inc.		05/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5992758	HOMEBOT	
Registration Number:	6158861	HOMEBOT	
Registration Number:	6420630		
Registration Number:	6203357		
Registration Number:	6203356		
Registration Number:	6420629		
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058258-0021		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/26/2022		
Total Attachments: 6			

OP \$165.00 5992758

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of May 25, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Monroe Capital Management Advisors, LLC (“*Monroe*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ASG II, LLC, a Delaware limited liability company (the “*Borrower*”), ASG Holdco II, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Monroe, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of May 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of May 25, 2022, made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

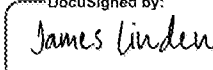
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “*Trademark Collateral*”): the Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application prior to the U.S. Patent and Trademark Office’s acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or resulting in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law); all reissues, extensions, and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, breach or other impairment with respect to any of the foregoing, with the right, but not the obligation, to settle, sue for and collect, or otherwise recover,

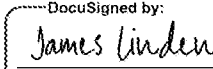
such damages and injunctive relief; and any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

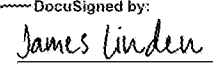
TRANSCENDENT SOLUTIONS, LLC

By  _____
Name: James Linden
Title: Treasurer

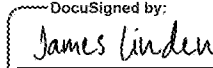
HOMEBOT, INC.

By  _____
Name: James Linden
Title: Treasurer

FIVEPALS, INC.

By  _____
Name: James Linden
Title: Treasurer

HOTEL EFFECTIVENESS SOLUTIONS, LLC

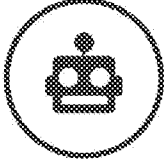
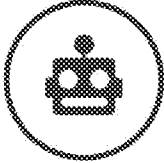
By  _____
Name: James Linden
Title: Vice President

Schedule A

Applications:

Grantor	Mark	Application Number	Application Date	Jurisdiction
Hotel Effectiveness Solutions, LLC	MyHotelTeam	97295745	03/04/2022	United States

Registrations:

Grantor	Mark	Registration Number	Registration Date	Jurisdiction
Transcendent Solutions, LLC	TRANSCENDENT	3800406	06/08/2010	United States
Transcendent Solutions, LLC	SETS	2820052	03/02/2004	United States
Transcendent Solutions, LLC	WINTRACK	2570254	05/14/2002	United States
Homebot, Inc.	HOMEBOT	5,992,758	12/05/18	United States
Homebot, Inc.	HOMEBOT	6,158,861	09/22/20	United States
Homebot, Inc.	HOMEBOT Logo (B&W) 	6420630	7/13/21	United States
Homebot, Inc.	HOMEBOT Logo (B&W) 	6,203,357	11/24/20	United States

[Signature Page to Trademark Security Agreement]

Grantor	Mark	Registration Number	Registration Date	Jurisdiction
Homebot, Inc.	HOMEBOT Logo (Color) 	6,203,356	11/24/20	United States
Homebot, Inc.	HOMEBOT Logo (Color) 	6420629	7/13/21	United States
Fivepals, Inc.	A 	1768144	02/05/2016	Australia
Fivepals, Inc.	ALICE	1768143	02/05/2016	Australia
Fivepals, Inc.	A 	TMA1009880	28/11/2018	Canada
Fivepals, Inc.	ALICE	TMA1009878	28/11/2018	Canada
Fivepals, Inc.	A 	19828939	21/06/2017	China
Fivepals, Inc.	A 	14756555	01/03/2016	European Union
Fivepals, Inc.	ALICE	14758064	02/03/2016	European Union
Fivepals, Inc.	A	303764566	03/05/2016	Hong Kong

[Signature Page to Trademark Security Agreement]

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Grantor	Mark	Registration Number	Registration Date	Jurisdiction
				
Fivepals, Inc.	A 	UK00914756555	01/03/2016	United Kingdom
Fivepals, Inc.	ALICE	UK00914758064	02/03/2016	United Kingdom
Fivepals, Inc.	A 	4991878	7/5/16	United States
Fivepals, Inc.	ALICE	4971278	6/7/16	United States
Hotel Effectiveness Solutions, LLC	Hotel Effectiveness	3605440	07/28/2008	United States
Hotel Effectiveness Solutions, LLC	MyHotelTeam	5144219	06/23/2015	United States

[Signature Page to Trademark Security Agreement]

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RECORDED: 05/26/2022

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