

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRUNCHTIME INFORMATION SYSTEMS, INC.		06/17/2022	Corporation: DELAWARE
DISCOVERLINK, INC.		06/17/2022	Corporation: TENNESSEE
SQUADLE, INC.		06/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SIXTH STREET SPECIALTY LENDING, INC.		
Street Address:	2100 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	97333603	CRUNCHTIME!	
Serial Number:	85787217	CRUNCHTIME! BIZIQ	
Serial Number:	75282000	CRUNCHTIME! INFORMATION SYSTEMS	
Serial Number:	97333799	MAINCOURSE	
Serial Number:	97296595	NET-CHEF	
Serial Number:	75897135	NET-CHEF.COM	
Registration Number:	3631458	DISCOVERLINK	
Registration Number:	3506258	MULTI U	
Serial Number:	88933186	REST OF HOUSE	
Serial Number:	88933171	SQUADLE GENIUS	
Registration Number:	6237384	SQUADLE	
Registration Number:	6237385	ZEROTOUCH	
Registration Number:	6237386	SQUADLE CHECKLISTS	
Registration Number:	6237387	SQUADLE SENSE	
Registration Number:	6237388	SQUADLE HQ	
Registration Number:	6237389	PUT YOUR BEST FOOD FORWARD	

TRADEMARK

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CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212-969-3000**Email:** ypan@proskauer.com**Correspondent Name:** Sean Murray**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299**ATTORNEY DOCKET NUMBER:** 74267-086**NAME OF SUBMITTER:** Sean Murray**SIGNATURE:** /Sean Murray/**DATE SIGNED:** 06/18/2022**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of June 17, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SIXTH STREET SPECIALTY LENDING, INC.**, a Delaware corporation ("Sixth Street"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the lenders party thereto from time to time (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, **CRUNCHTIME ACQUISITION CO.**, a Delaware corporation ("Parent"), **CRUNCHTIME INFORMATION SYSTEMS, INC.**, a Delaware corporation ("CrunchTime"), **ZEUS MERGER SUB, INC.**, a Delaware corporation (the "Initial Zenput Borrower") (the Initial Zenput Borrower to be merged with and into **ZENPUT, INC.** ("Zenput"), a Delaware corporation (such merger, the "Zenput Merger"), with Zenput surviving the Zenput Merger as borrower), **SQ MERGER SUB, INC.**, a Delaware corporation (the "Initial Squadle Borrower") (the Initial Squadle Borrower to be merged with and into **SQUADLE, INC.** ("Squadle"), a Delaware corporation (such merger, the "Squadle Merger"), with Squadle surviving the Squadle Merger as borrower; CrunchTime, Initial Zenput Borrower, Zenput, Initial Squadle Borrower and Squadle together with any other Person that becomes a Borrower thereunder in accordance with the terms thereof, each referred to individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June [15], 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademarks exclusively licensed under any Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark exclusively licensed under any Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement.

Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CRUNCHTIME INFORMATION SYSTEMS, INC.,
a Delaware corporation

By: William Bellissimo
Name: William Bellissimo
Title: President, Secretary and Treasurer

DISCOVERLINK, INC., a Tennessee corporation

By: Robert Mueller
Name: Robert Mueller
Title: President, Secretary and Treasurer

SQUADLE, INC., a Delaware corporation

By: Robert Mueller
Name: Robert Mueller
Title: President and Treasurer

ACCEPTED AND ACKNOWLEDGED:

SIXTH STREET SPECIALTY LENDING, INC., a Delaware corporation, as Agent



By: _____

Name: Robert (Bo) Stanley

Title: President

[Crunchtime – Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
CRUNCHTIME! Information Systems, Inc.	USA	CRUNCHTIME!	97/333603	03/28/2022	Pending
CrunchTime Information Systems, Inc.	USA	CRUNCHTIME! BIZIQ	85/787217	11/26/2012	04/01/2014
CrunchTime Information Systems, Inc.	USA	CRUNCHTIME! INFORMATION SYSTEMS	75/282000	04/25/1997	05/26/1998
CRUNCHTIME! Information Systems, Inc.	USA	MAINCOURSE	97/333799	03/28/2022	Pending
CRUNCHTIME! Information Systems, Inc.	USA	NET-CHEF	97/296595	03/04/2022	Pending
CrunchTime Information Systems, Inc.	USA	NET-CHEF.COM	75/897135	01/14/2000	04/02/2002
DiscoverLink, Inc.	United States	DISCOVERLINK	3631458	3/29/2006	6/02/2009
DiscoverLink, Inc.	United States	MULTI U	3506258	9/18/2007	9/23/2008
Squadle, Inc.	United States	Rest of House	Application No. 88933186	5/26/2020	Under Examination

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Squadle, Inc.	United States	Squadle Genius	Application No. 88933171	5/26/2020	Under Examination
Squadle, Inc.	United States	Squadle	Registration No. 6237384	5/26/2020	1/5/2021
Squadle, Inc.	United States	ZeroTouch	Registration No. 6237385	5/26/2020	1/5/2021
Squadle, Inc.	United States	Squadle Checklists	Registration No. 6237386	5/26/2020	1/5/2021
Squadle, Inc.	United States	Squadle Sense	Registration No. 6237387	5/26/2020	1/5/2021
Squadle, Inc.	United States	Squadle HQ	Registration No. 6237388	5/26/2020	1/5/2021
Squadle, Inc.	United States	Put Your Best Food Forward	Registration No. 6237389	5/26/2020	1/5/2021

Trade Names

<u>Company</u>	<u>Trade Names</u>
CrunchTime Information Systems, Inc.	CrunchTime! Information Systems

DiscoverLink, Inc.	DiscoverLink
Squadle, Inc.	Squadle
Zenput Inc.	Zenput

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.