

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grayshift, LLC		07/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Technology Finance Corp., as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6277404	GRAYSHIFT	
Registration Number:	6277406	GRAYKEY	
Registration Number:	6277407		
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1734815 TM		
NAME OF SUBMITTER:	Joel Gomez		
SIGNATURE:	/Joel Gomez/		
DATE SIGNED:	07/06/2022		
Total Attachments: 5			
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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of July 6, 2022 is made by the signatory hereto (the “*Grantor*”), in favor of OWL ROCK TECHNOLOGY FINANCE CORP. (“*ORTF*”), as collateral agent acting for the benefit of the Secured Parties (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 6, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) PANDORA PURCHASER, LLC, a Delaware limited liability company (“*Holdings*”), as Holdings, (ii) PANDORA MERGER SUB, INC., a Delaware corporation (“*Merger Sub*”) immediately prior to the consummation of the Merger, as the Initial Borrower (in such capacity, the “*Initial Borrower*”), (iii) GRAYSHIFT, LLC, a Delaware limited liability company (“*Target*”), upon and after the consummation of the Merger, as the Successor Borrower (in such capacity, the “*Successor Borrower*”), (iv) Subsidiaries of the Successor Borrower thereafter designated as Guarantors pursuant to Section 9.10 therein, (v) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), (vi) ORTF, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and (vii) ORTF, as Collateral Agent, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Security Pledge Agreement, dated as of July 6, 2022, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants and pledges a security interest in all of the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and all of the Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing and acceptance of a "Statement of Use" or an "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 security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, and the Grantor authorizes the Commissioner for Trademarks, and any other appropriate U.S. government officials, to record and register this Agreement. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRAYSHIFT, LLC,
a Delaware limited liability company,
as a Grantor

DocuSigned by:
By: David Miles
Name: ~~David Miles~~
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]


TRADEMARK
REEL: 007771 FRAME: 0581

OWL ROCK TECHNOLOGY FINANCE CORP.,
By: OWL ROCK TECHNOLOGY ADVISORS LLC,
its Investment Advisor
as Collateral Agent

By:  _____
Name: Jon ten Oever
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
GRAYSHIFT LLC	GRAYSHIFT	90061982	20-JUL-2020	6277404	23-FEB-2021
GRAYSHIFT LLC	GRAYKEY	90061989	20-JUL-2020	6277406	23-FEB-2021
GRAYSHIFT LLC		90061993	20-JUL-2020	6277407	23-FEB-2021