

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745883

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900701448

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METAGEEK, INC.		06/16/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL LLC
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6083638	RAMPART
Registration Number:	4914358	INSSIDER
Registration Number:	4422546	EYE P.A.
Registration Number:	3395337	CHANALYZER
Registration Number:	3129639	WI-SPY
Registration Number:	3273333	METAGEEK
Registration Number:	3402662	VISUALIZE YOUR WIRELESS LANDSCAPE
Serial Number:	90692310	SIGNIFI
Serial Number:	97301619	TONIC
Serial Number:	97301616	TONIC

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: Mark Katz

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 38263-045

NAME OF SUBMITTER: Mark Katz

SIGNATURE: /Mark Katz/

DATE SIGNED: 08/04/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Intellectual Property Security Agreement*”), is made by METAGEEK, INC., a Delaware corporation (the “*Grantor*”) in favor of GOLUB CAPITAL LLC, as administrative agent (in such capacity and together with its successors and assigns, the “*Administrative Agent*”), for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among AUVIK MIDCO HOLDINGS INC., a corporation organized under the laws of the Province of British Columbia (“*Holdings*”), AUVIK NETWORKS INC., a corporation organized under the laws of the Province of British Columbia (the “*Borrower*”), the Lenders party thereto from time to time and the Administrative Agent,

WHEREAS, the Borrower is required, pursuant to Section 5.9 of the Credit Agreement to cause the Grantor to execute and deliver that certain Guarantee and Collateral Agreement, dated as of the date hereof, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement);

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following (in each case, other than Excluded Assets), whether presently existing or hereafter created or acquired (the “*Intellectual Property Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations, with power of sale to the extent permitted by law:

(a) All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor

including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials.

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and non-provisional applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

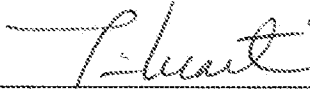
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral

Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

METAGEEK, INC.

By: 
Name: Tim Martin
Title: Secretary

GOLUB CAPITAL LLC, as Administrative Agent

By:  _____

Name: Robert G. Tuhscherer

Title: Senior Managing Director

U.S. Trademark Registrations and Applications**U.S. Registered Trademarks of Grantors**

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	6083638	June 23, 2020	August 14, 2019	MetaGeek, Inc.	RAMPART
US	4914358	March 8, 2016	April 9, 2014	MetaGeek, Inc.	INSSIDER
US	4422546	October 22, 2013	January 31, 2012	MetaGeek, Inc.	EYE P.A.
US	3395337	March 11, 2008	October 13, 2006	MetaGeek, Inc.	CHANALYZER
US	3129639	August 15, 2006	September 6, 2005	MetaGeek, Inc.	WI-SPY
US	3273333	August 7, 2007	October 13, 2006	MetaGeek, Inc.	METAGEEK
US	3402662	March 25, 2008	February 8, 2007	MetaGeek, Inc.	VISUALIZE YOUR WIRELESS LANDSCAPE

U.S. Pending Trademark Applications of Grantors

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	90692310	May 5, 2021	MetaGeek, Inc.	SIGNIFI
US	97301619	March 8, 2022	MetaGeek, Inc.	TONIC (IC042)
US	97301616	March 8, 2022	MetaGeek, Inc.	TONIC (IC009)

U.S. Patents and Applications**U.S. Issued Patents of Grantors**

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor / Assignee</u>	<u>Title</u>
US	7,459,898	December 2, 2008	Ryan Woodings MetaGeek, Inc.	System and apparatus for detecting and analyzing a frequency spectrum
US	7,877,698	January 25, 2011	Ryan Woodings, Christian Harrison, Brian Tuttle	Spectrum analyzer user interface

				MetaGeek, Inc.		
US	8,006,195	August 23, 2011		Ryan Woodings, Brian Tuttle, Don Valate Harrison		Spectrum analyzer interface
US	8,160,839	April 17, 2012		MetaGeek, Inc. Ryan Woodings, Brian Tuttle		System and method for device recognition based on signal patterns
US	8,576,231	November 5, 2013		MetaGeek, Inc. Ryan Woodings, Brian Tuttle, Don Valate Harrison		Spectrum analyzer interface
US	9,445,293	September 13, 2016		MetaGeek, Inc. Ryan Woodings		Multiple band portable spectrum analyzer
US	9,143,952	September 22, 2015		MetaGeek, Inc. Ryan Woodings		Multiple band portable spectrum analyzer

U.S. Pending Patent Applications of Grantors

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US	63298698	January 12, 2022	Ryan Woodings	Spectrum Analyzer having improved Packet Data Analysis and Display

U.S. Copyrights

U.S. Registered Copyrights of Grantors

<u>Jurisdiction</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
US		TX0006974177	2009-01-06	Chanalyzer 2.0
US		TX0006975853	2009-01-06	Chanalyzer 3.0

U.S. Pending Copyright Applications of Grantors

None.