

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meriplex Solutions, LLC		07/15/2022	Limited Liability Company: TEXAS
Meriplex Communications, Ltd.		07/15/2022	Limited Company: DELAWARE
F1 Solutions LLC		07/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3073904	MERIPLEX	
Registration Number:	3073905	MERIPLEX	
Registration Number:	5714559	VERGENT	
Registration Number:	3728014		
Registration Number:	3725511	GNT SOLUTIONS	
Registration Number:	2737913	HBR	
Registration Number:	2743402	HBR	
Registration Number:	2743403	HBR	
Registration Number:	2612111	HBR TECHNOLOGIES	
Registration Number:	2607118	HBR TECHNOLOGIES	
Registration Number:	2623860	HBR TECHNOLOGIES	
Registration Number:	2612113	HBR TECHNOLOGIES	
Registration Number:	2607119	HBR TECHNOLOGIES	
Registration Number:	2638613	HBR TECHNOLOGIES	
Registration Number:	5068335	LIGHTPOINT	
Registration Number:	3725510	MAKING I.T. HAPPEN	

CH \$690.00 3073904

Property Type	Number	Word Mark
Registration Number:	2607121	THE POWER IS IN THE PARTNERSHIP
Registration Number:	2612112	THE POWER IS IN THE PARTNERSHIP
Registration Number:	2607120	THE POWER IS IN THE PARTNERSHIP
Serial Number:	97076139	DIAL2TEAMS
Serial Number:	97312435	M
Serial Number:	97090665	M MERIPLEX
Serial Number:	97370620	OPTIMUM NETWORKING
Serial Number:	97457441	V
Serial Number:	97426149	LIGHTPOINT
Serial Number:	88851352	F1 SOLUTIONS
Serial Number:	88851353	F1 SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182293-0044-CZ49
NAME OF SUBMITTER:	Sydney Crute
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	07/15/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof as a “Grantor” (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 15, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Meriplex Communications, Ltd., a Delaware corporation (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of July 15, 2022, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

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

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

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

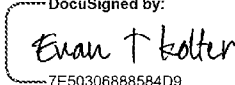
Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 7. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

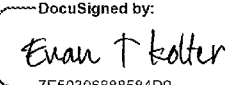
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

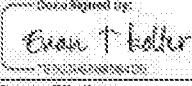
MERIPLEX SOLUTIONS, LLC,
as Grantor

DocuSigned by:

By: _____
Name: Evan Kolter
Title: Chief Financial Officer

MERIPLEX COMMUNICATIONS, LTD.,
as Grantor


DocuSigned by:

By: _____
Name: Evan Kolter
Title: Chief Financial Officer

FI SOLUTIONS LLC

DocuSigned by:

By: _____
Name: Evan Kolter
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the Administrative Agent



By: _____

Name: Jared Neely

Title: Duly Authorized Signatory


[Signature Page to Project Aggie Trademark Security Agreement]

TRADEMARK
REEL: 007789 FRAME: 0573

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. FEDERAL REGISTERED TRADEMARKS

Trademark / Image	Registration Number	Registration Date	Jurisdiction	Status	Registrant
MERIPLEX	3073904	03/28/2006	U.S. Federal	Registered	Meriplex Communications, Ltd.
MERIPLEX 	3073905	03/28/2006	U.S. Federal	Registered	Meriplex Communications, Ltd.
VERGENT	5714559	04/02/2019	U.S. Federal	Registered	Meriplex Communications, Ltd.
Design Only 	3728014	12/22/2009	U.S. Federal	Registered	Meriplex Solutions, LLC
GNT SOLUTIONS	3725511	12/15/2009	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR	2737913	07/15/2003	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR	2743402	07/29/2003	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR	2743403	07/29/2003	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR TECHNOLOGIES	2612111	08/27/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR TECHNOLOGIES	2607118	08/13/2002	U.S. Federal	Registered	Meriplex Solutions, LLC

Trademark / Image	Registration Number	Registration Date	Jurisdiction	Status	Registrant
HBR TECHNOLOGIES	2623860	09/24/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR TECHNOLOGIES	2612113	08/27/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR TECHNOLOGIES	2607119	08/13/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
HBR TECHNOLOGIES	2638613	10/22/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
Lightpoint	5068335	10/25/2016	U.S. Federal	Registered	Meriplex Solutions, LLC
MAKING I.T. HAPPEN	3725510	12/15/2009	U.S. Federal	Registered	Meriplex Solutions, LLC
THE POWER IS IN THE PARTNERSHIP	2607121	08/13/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
THE POWER IS IN THE PARTNERSHIP	2612112	08/27/2002	U.S. Federal	Registered	Meriplex Solutions, LLC
THE POWER IS IN THE PARTNERSHIP	2607120	08/13/2002	U.S. Federal	Registered	Meriplex Solutions, LLC

2. U.S. STATE REGISTERED TRADEMARKS

Trademark / Image	Registration Number	Registration Date	Jurisdiction	Status	Registrant
3-dashed lines and OPTIMUM NETWORKING 	20171331703	4/27/2017	U.S. State - Colorado	Registered	Meriplex Solutions, LLC
BUSINESS-DRIVEN IT SOLUTIONS	20171331688	4/27/2017	U.S. State - Colorado	Registered	Meriplex Solutions, LLC

3. U.S. FEDERAL TRADEMARK APPLICATIONS

Trademark / Image	Application Number	Application Date	Jurisdiction	Status	Applicant
DIAL2TEAMS	97076139	10/25/2021	U.S. Federal	Pending Intent to Use	Meriplex Communications, Ltd.
M (and design) 	97312435	3/15/2022	U.S. Federal	Pending Intent to Use	Meriplex Communications, Ltd.
M MERIPLEX 	97090665	10/25/2021	U.S. Federal	Pending Intent to Use	Meriplex Communications, Ltd.
Optimum Networking 	97370620	4/18/2022	U.S. Federal	Pending	Meriplex Solutions, LLC
V Design 	97457441	6/14/2022	U.S. Federal	Pending	Meriplex Solutions, LLC
LIGHTPOINT 	97426149	5/24/2022	U.S. Federal	Pending	Meriplex Solutions, LLC
F1 SOLUTIONS	88851352	3/28/2020	U.S. Federal	Pending Opposition	F1 SOLUTIONS LLC ¹
F1 SOLUTIONS	88851353	3/28/2020	U.S. Federal	Pending Opposition	F1 SOLUTIONS LLC ²

¹ Registered name to be updated from F1 Solutions, Inc. to F1 Solutions LLC post-closing.

² Registered name to be updated from F1 Solutions, Inc. to F1 Solutions LLC post-closing.