

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merlin International, Inc.		08/05/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Raven Asset-Based Credit Fund (Onshore) II LP		
Street Address:	1335 4th St.		
Internal Address:	4th Floor		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77959990	MERLIN	
Serial Number:	85601269	MERLIN SECURE.PERFORMANCE	
Serial Number:	90421225	MERLIN	
Serial Number:	90421252	MERLIN CYBER	
Serial Number:	90421262	MERLIN VENTURES	
Serial Number:	90421239	CONSTELLATION GOV CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/08/2022		

CH \$165.00 77959990

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 5, 2022, by Merlin International, Inc. ("Grantor"), in favor of Raven Asset-Based Credit Fund (Onshore) II LP, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MERLIN INTERNATIONAL, INC.

By: 
Name: David G. Phelps
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Owner	Mark	Status	App. No./ (Filing Date)	Reg. No./ (Reg. Date)
Merlin International, Inc.		Registered	77/959,990 (03/16/2010)	3,872,717 (11/09/2010)
Merlin International, Inc.		Registered	85/601,269 (04/18/2012)	4,257,072 (12/11/2012)
Merlin International, Inc.	Merlin	Application	90421225 (12/28/2020)	
Merlin International, Inc.	Merlin Cyber	Application	90421252 (12/28/2020)	
Merlin International, Inc.	Merlin Ventures	Application	90421262 (12/28/2020)	
Merlin International, Inc.	Constellation GovCloud	Application	90421239 (12/28/2020)	