

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITsavvy LLC		08/08/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4302815	ITSAVVY	
Registration Number:	4306768	IT SAVVY	
Registration Number:	4306790	IT	
Registration Number:	4336241	IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE O	
Registration Number:	4361138	SAVVYCLOUD	
Registration Number:	4420833	SAVVYBACKUP	
Registration Number:	4361139	SAVVYSECURITY	
Registration Number:	4361140	SAVVYPRINT	
Registration Number:	4420834	SAVVYMAIL	
Registration Number:	4383092	SAVVYGUARD	
Registration Number:	4592548	SAVVYDESKTOP	
Registration Number:	4596540	SAVVYBANDWIDTH	
Registration Number:	4584484	SAVVYVOIP	
Registration Number:	4723538	SAVVYTALENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
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SIGNATURE:	/s/ John Kline
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DATE SIGNED:	08/08/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of August 8, 2022, between the signatory hereto (the “Grantor”) in favor of CHURCHILL AGENCY SERVICES LLC, as Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of August 8, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby grants to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, to the extent constituting Collateral, whether now owned or existing or at any time hereafter acquired, excluding, however, any of the following that is Excluded Property:

(a) (i) all trademarks, trade names, trade styles, service marks, logos and other source or identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 hereto and (ii) the right to obtain all renewals thereof.

SECTION 2. Excluded Property. This Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Guarantee and Collateral Agreement, including in any Excluded Property.

SECTION 3. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Agreement.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,”

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“delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. 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 Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ITSAVVY LLC,
as Grantor

By: 
Name: Ronald Blaylock
Title: President

CHURCHILL AGENCY SERVICES LLC, as Agent

By: Jill White
Name: Jill White
Title: Managing Director

**Schedule 1
to Trademark Security Agreement**

ITSAVVY LLC

I. Registered Trademarks and Trademark Applications

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Grantor
ITsavvvy	USA	85628722	May 17, 2012	4302815	Mar. 12, 2013	ITsavvy LLC
ITsavvy design	USA	85634101	May 24, 2012	4306768	Mar. 19, 2013	ITsavvy LLC
IT logo	USA	85643415	Jun. 05, 2012	4306790	Mar. 19, 2013	ITsavvy LLC
IT Products Technology Solutions Peace of Mind	USA	85643556	Jun. 05, 2012	4336241	May 14, 2013	ITsavvy LLC
savvyCloud	USA	85773773	Nov. 07, 2012	4361138	Jul. 02, 2013	ITsavvy LLC
savvyBackup	USA	85773785	Nov. 07, 2012	4420833	Oct. 22, 2013	ITsavvy LLC
SavvySecurity	USA	85773790	Nov. 07, 2012	4361139	Jul. 02, 2013	ITsavvy LLC
savvyPrint ¹	USA	85773805	Nov. 07, 2012	4361140	Jul. 02, 2013	ITsavvy LLC
savvyMail	USA	85773838	Nov. 07, 2012	4420834	Oct. 22, 2013	ITsavvy LLC
savvyGuard	USA	85773874	Nov. 07, 2012	4383092	Aug. 13, 2013	ITsavvy LLC
savvyDesktop	USA	86167951	Jan. 16, 2014	4592548	Aug. 26, 2014	ITsavvy LLC
savvyBandwidth	USA	86170760	Jan. 21, 2014	4596540	Sep. 02, 2014	ITsavvy LLC
savvyVoIP	USA	86172991	Jan. 23, 2014	4584484	Aug. 12, 2014	ITsavvy LLC
SavvyTalent	USA	86391874	Sep. 11, 2014	4723538	Apr. 21, 2015	ITsavvy LLC

¹ Please note that the Company no longer engages in the business associated with this trademark and, accordingly, this trademark will cancel in due course.

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