

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANACONDA, INC.		08/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	150 South Fifth Street		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4345800	ANACONDA	
Registration Number:	5593692	ANACONDA	
Registration Number:	4983131	ANACONDA	
Serial Number:	90363561	ANACONDA NUCLEUS	
Registration Number:	4908201	CONDA	
Registration Number:	5068864	CONDA	
Serial Number:	97307396	DASK	
Registration Number:	4983132	MINICONDA	
Registration Number:	5614749		
Serial Number:	97385206	PYSCRIPT	
Serial Number:	97385207	VISUAL PYSCRIPT	
Registration Number:	4750610	WAKARI	
Registration Number:	4750611	WAKARI	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		

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Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 35619.50

NAME OF SUBMITTER: Juliana Gaines

SIGNATURE: /Juliana Gaines/

DATE SIGNED: 08/26/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by ANACONDA, INC., a Delaware corporation (the “*Grantor*”) in favor of ACQUIOM AGENCY SERVICES LLC, a Colorado limited liability company as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take

all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ANACONDA, INC., as Grantor

By: _____

Name: Angela Pierce

Title: President and Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007832 FRAME: 0900**



Acknowledged and Agreed:

ACQUIOM AGENCY SERVICES LLC, as
Administrative Agent




By: Shon McCraw-Davis
Name: Shon McCraw-Davis
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications




Trademark	App No.	Registration No.	Status
ANACONDA	85/707961	4345800	Registered
ANACONDA	87/675599	5593692	Registered
ANACONDA & Design  ANACONDA	86/807607	4983131	Registered
ANACONDA NUCLEUS	90/363561		Allowed
CONDA	86/700033	4908201	Registered
CONDA & Design (Stylized C) 	87/078391	5068864	Registered
DASK	97/307396		Pending
MINICONDA	86/807621	4983132	Registered
Misc. Design (ANACONDA LOGO) 	87/672925	5614749	Registered
PYSCRIPT	97/385206		Pending
VISUAL PYSCRIPT	97/385207		Pending
WAKARI	86/244546	4750610	Registered
WAKARI & Design  Wakari	86/244613	4750611	Registered

Non-U.S. Trademarks and Trademark Applications

Trademark	App. No	Registration No	Country	Status
ANACONDA	3558676	2920820	Argentina	Registered
CONDA	3558673		Argentina	Allowed for Reg
ANACONDA	1759409	1292772	Australia	Registered
ANACONDA & Design 	1759499	1293127	Australia	Registered
CONDA	1815740	1323353	Australia	Registered
ANACONDA	911822615	911822615	Brazil	Registered
CONDA	911822690	911822690	Brazil	Registered
ANACONDA	1805026	TMA1016496	Canada	Registered
CONDA	1805027	TMA1016495	Canada	Registered
ANACONDA	1226914	1266096	Chile	Registered
CONDA	1226913	1242702	Chile	Registered
ANACONDA	19118882	19118882	China (People's Republic)	Registered
ANACONDA & Design 	19118883	19118883	China (People's Republic)	Registered
CONDA		1323353	China (People's Republic)	Registered
DASK	A0126295		China (People's Republic)	Pending
ANACONDA	15089311	15089311	European Union (Community)	Registered
ANACONDA		1409912	European Union (Community)	Registered
ANACONDA & Design 	15107675	15107675	European Union (Community)	Registered
ANACONDA NUCLEUS	A0109688	1610185	European Union (Community)	Registered


Schedule A

**TRADEMARK
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Trademark	App. No.	Registration No.	Country	Status
DASK	A0126295		European Union (Community)	Pending
Misc. Design (ANACONDA Logo) 		1410570	European Union (Community)	Registered
ANACONDA	3431110	1292772	India	Registered
CONDA	3474639	1323353	India	Opposed
ANACONDA		1292772	Int'l Registration - Madrid Protocol Only	Registered
ANACONDA		1409912	Int'l Registration - Madrid Protocol Only	Registered
ANACONDA & Design  ANACONDA		1293127	Int'l Registration - Madrid Protocol Only	Registered
ANACONDA NUCLEUS	A0109688	1610185	Int'l Registration - Madrid Protocol Only	Registered
CONDA		1323353	Int'l Registration - Madrid Protocol Only	Registered
DASK	A0126295		Int'l Registration - Madrid Protocol Only	Pending
Misc. Design (ANACONDA Logo) 		1410570	Int'l Registration - Madrid Protocol Only	Registered
ANACONDA	289895	1292772	Israel	Registered
CONDA	290425	1323353	Israel	Registered
CONDA		1323353	Japan	Registered
ANACONDA		1292772	Korea, Republic of	Registered

Schedule A

TRADEMARK
REEL: 007832 FRAME: 0904

Trademark	App. No.	Registration No.	Country	Status
CONDA		1323353	Korea, Republic of	Registered
ANACONDA	2016070308	2016070308	Malaysia	Registered
CONDA	2016070311	2016070311	Malaysia	Registered
ANACONDA		1292772	Mexico	Pending
CONDA	1833324	1323353	Mexico	OAR Filed
ANACONDA	40201620265T	1292772	Singapore	Registered
CONDA	40201621713R	1323353	Singapore	Registered
ANACONDA		1409912	United Kingdom	Registered
ANACONDA	UK00915089311	UK00915089311	United Kingdom	Registered
ANACONDA		1292772	United Kingdom	Pending
ANACONDA & Design 	UK00915107675	UK00915107675	United Kingdom	Registered
ANACONDA NUCLEUS	A0109688	1610185	United Kingdom	Registered
CONDA		1323353	United Kingdom	Pending
DASK	A0126295		United Kingdom	Pending
Misc. Design (ANACONDA Logo) 		1410570	United Kingdom	Registered
PythonAnywhere	UK00003373709	UK00003373709	United Kingdom	Registered

Schedule A