

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thinkbasic, Inc.		09/07/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4912740	BASIC	
Registration Number:	4912731	BASIC	
Registration Number:	6107138	BASIC	
Registration Number:	6264060	BASIC	
Registration Number:	6200629	CULTURE DRIVES COMMERCE	
Registration Number:	6770333	CRAFTED	
Serial Number:	90475693	EASY TO UNDERSTAND. IMPOSSIBLE TO IGNORE	
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/		

CH \$190.00 4912740

DATE SIGNED:	09/08/2022
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

September 7, 2022

WHEREAS, THINKBASIC, INC., a California corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and WILMINGTON TRUST (LONDON) LIMITED, as agent, are parties to a Senior Facilities Agreement dated 18 December 2019 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to a Security Agreement dated as of January 28, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark registration and application identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York, including Section 5-1401 and Section 5-1402 of the New York General Obligations Law. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

THINKBASIC, INC.,
as Grantor

By: 
Name: F.L. Schmid
Title: Director

Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: _____
Name:
Title:

[Signature Page to IP Security Agreement Supplement]

TRADEMARK
REEL: 007842 FRAME: 0547

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

THINKBASIC, INC.,
as Grantor

By: _____
Name:
Title:

Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: _____
Name:
Title: **Keith Reader**
Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BASIC (The mark consists of the stylized text "BASIC") (class 42)	4912740	March 8, 2016
BASIC (The mark consists of the stylized text "BASIC") (class 35)	4912731	March 8, 2016
BASIC (Standard Character Mark) (class 42)	6107138	July 21, 2020
BASIC (Standard Character Mark) (class 35)	6264060	February 9, 2021
CULTURE DRIVES COMMERCE (Standard Character Mark) (class 35 and 42)	6200629	November 17, 2020
CRAFTED (Standard Character Mark) (class 35 and 41)	6770333	June 28, 2022

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
EASY TO UNDERSTAND. IMPOSSIBLE TO IGNORE. (Standard Character Mark) (class 35 and 42) (in process of application)	90475693	January 19, 2021