

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM755768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtual Technologies Group, LLC		09/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	4910 Teideman Road		
City:	Brroklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225626	COMM-CORE	
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:	09/16/2022		
Total Attachments: 7			
source=9-16-2022 Virtual Technologies-TM#page1.tif			
source=9-16-2022 Virtual Technologies-TM#page2.tif			
source=9-16-2022 Virtual Technologies-TM#page3.tif			
source=9-16-2022 Virtual Technologies-TM#page4.tif			
source=9-16-2022 Virtual Technologies-TM#page5.tif			

CH \$40.00 4225626

source=9-16-2022 Virtual Technologies-TM#page6.tif

source=9-16-2022 Virtual Technologies-TM#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 16, 2022 (the “Effective Date”), is entered into by and among each of the undersigned debtors (each, a “Debtor” and collectively, the “Debtors”) and KEYBANK NATIONAL ASSOCIATION (“Lender”). Each Debtor hereby grants to Lender a continuing security interest in and to, and Lien on, and hereby assigns to Lender, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Each Debtor and Lender hereby further agree as follows:

1. **OBLIGATIONS:** The security interest hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Loan and Security Agreement dated of even date herewith by and among Debtors, each of the other Persons named as a Borrower or Guarantor on the signature pages thereto (together with Debtors, each a “Loan Party” and collectively, the “Loan Parties”) and Lender (as may be amended, modified, restated or supplemented from time to time, the “Loan Agreement”).

2. **TRADEMARK COLLATERAL:** To secure the full, prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender a security interest and Lien in (i) all of such Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the “Trademarks”); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of such Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (each Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (vii) together in each case with the goodwill of such Debtor’s business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the “Trademark Collateral”). Notwithstanding anything to the contrary in this Agreement, in no event shall the Trademark Collateral (as hereinafter defined) include any Excluded Collateral.

3. **DEFINITIONS:**

(a) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

(b) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. **LICENSES:**

(a) Each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (each such license, a “Trademark License”) included in the Trademark Collateral outside the ordinary course of business without the prior written consent of

Lender, which consent will not be unreasonably withheld by Lender, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default has occurred and is continuing, Lender shall have the right, following the expiration of any applicable cure period, immediately or at any time thereafter, in its sole and reasonable discretion, to deliver to each Debtor and to each licensee under a Trademark License written notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which each Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to the applicable Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Lender's satisfaction or is waived in writing by Lender, then, without any further action on the part of Lender, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

5. DEBTORS' RESPONSIBILITIES AND AGREEMENTS: Until the Obligations are Paid in Full and the Loan Agreement is terminated, each Debtor will:

(a) to the extent that such Debtor determines in its reasonable discretion that it is necessary or advisable for the operation of its business as presently conducted or proposed to be conducted, take all commercially reasonable necessary steps to maintain each registered Trademark and to pursue each item of Trademark Collateral. To the extent material to the conduct of its business, such Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration, to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Debtor. Such Debtor shall not (A) abandon any registration of or any item of Trademark Collateral or (B) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not materially necessary in the conduct of such Debtor's business;

(b) notify Lender promptly when such Debtor learns of any adverse written determination (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral which constitutes Intellectual Property that is necessary in the conduct of the Debtors' business and could reasonably be expected to have a Material Adverse Effect;

(c) notify promptly Lender, should such Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person and such infringement or misappropriation could reasonably be expected to have a Material Adverse Effect, and will, to the extent that such Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor's best interests to do so, promptly sue for any infringement or misappropriation of any of the Trademark Collateral and for recovery of all damages caused by the infringement or misappropriation, and take all other actions as such Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtors; and

(d) cause the use of reasonable and proper statutory notice in connection with its use of each registered trademark or service mark in its business.

6. **POWER OF ATTORNEY:** Subject to the second sentence of this paragraph and subject further to Section 4.20 of the Loan Agreement, each Debtor hereby makes, constitutes and appoints Lender its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Lender is acting pursuant to this Agreement. Each Debtor specifically authorizes Lender as its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein; and (ii) effective upon the occurrence and during the continuance of an Event of Default (x) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Trademark Collateral; (y) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Lender's name (or the name of any nominee); and (z) to otherwise enforce the rights of Lender with respect to any of the Trademark Collateral in accordance with this Agreement or the Loan Agreement.

7. **GENERAL PROVISIONS:**

(a) Sections 13.6, 13.7, 13.9, 13.10, 13.12 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein, *mutatis mutandis*.

(b) Each Debtor hereby irrevocably authorizes Lender to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document relating hereto or thereto which may be required by the United States Patent and Trademark Office in order to effect such filing. Each Debtor also hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether such Debtor is an organization, the type of organization and any organizational identification number issued to such Debtor. Each Debtor hereby irrevocably authorizes Lender at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming such Debtor as debtor and Lender as secured party. Following an Event of Default that has occurred and is continuing, Lender is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Lender in the Trademark Collateral.

(c) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Lender's Lien on, the "Collateral" as defined in the Loan Agreement, or the Lender's remedies respecting the "Collateral."


(d) This Agreement will terminate ("Termination") upon the Payment in Full of all Obligations, payment in full of all other Secured Obligations that are then due and payable, and

termination of the Loan Agreement. Upon such Termination, Lender will, promptly upon Debtors' request and at Debtors' sole expense, execute and deliver to Debtors any release of its Lien on the Trademark Collateral or similar instrument of re-conveyance and deliver or authorize Debtors or their agents to file UCC termination statements with respect to its Lien on the Trademark Collateral, all as Debtors may reasonably request.

[Signature Page Follows]

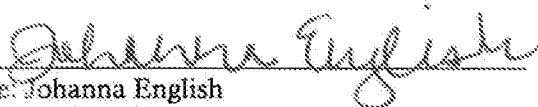
This Agreement is made and dated as of the Effective Date.

**VIRTUAL TECHNOLOGIES GROUP, LLC, as
Debtor**

By: 
Name: Nick Jean-Baptiste
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

KEYBANK NATIONAL ASSOCIATION, as
Lender

By: 
Name: Johanna English
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007848 FRAME: 0634

SCHEDULE I
TRADEMARKS

Loan Party Name	Mark	Registration Number and Date	Country
VIRTUAL TECHNOLOGIES GROUP, LLC	COMM-CORE COMM-CORE	4225626 16-OCT-2012	US