

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLATWORLD SOLUTIONS, INC.		10/03/2022	Corporation: DELAWARE
Flatworld Edge LLC		10/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CCP Agency, LLC, as Administrative Agent and Collateral Agent
Street Address:	525 Okeechobee Blvd., Suite 1050
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3798893	FLATWORLD SOLUTIONS
Registration Number:	3798899	FLATWORLD SOLUTIONS
Registration Number:	4130461	FLATWORLD SOLUTIONS
Registration Number:	4078929	FLATWORLD SOLUTIONS
Registration Number:	4116946	FLATWORLD SOLUTIONS
Registration Number:	3965301	FLATWORLD SOLUTIONS
Registration Number:	4175632	FLATWORLD SOLUTIONS
Registration Number:	4122534	IMMENCITY
Registration Number:	6806882	MSUITE
Registration Number:	4116945	OUTSOURCE2INDIA
Registration Number:	4113781	OUTSOURCE2INDIA
Registration Number:	4136307	THE NEW CENTER FOR WORLD TRADE
Serial Number:	90872876	TOKTIV

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

TRADEMARK

Phone: 3128637267
Email: jaclyn.di.grande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6913.118
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/03/2022

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 3, 2022 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of CCP Agency, LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Flatworld Intermediate Corporation, a Delaware corporation (the "Borrower"), Flatworld US Holding Corporation, a Delaware corporation ("Holdings"), the other subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Delaware.

[Remainder of this page intentionally left blank]

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

PLEDGORS

FLATWORLD SOLUTIONS, INC., as Pledgor

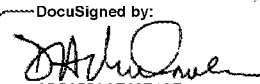

DocuSigned by:
CDB855ACE60F4CE...

By: _____

Name: Derek McDowell

Title: Vice President

FLATWORLD EDGE LLC, as Pledgor


DocuSigned by:
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By: _____

Name: Derek McDowell

Title: Vice President

Accepted and Agreed:

CCP AGENCY, LLC, as Collateral Agent

By: _____

Name: _____

Title: _____

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

PLEDGORS

FLATWORLD SOLUTIONS INC., as Pledgor

By: _____

Name: _____

Title: _____

FLATWORLD EDGE LLC, as Pledgor

By: _____

Name: _____

Title: _____

Accepted and Agreed:

CCP AGENCY, LLC, as Collateral Agent

By: Comvest Capital Advisors LLC, its sole Member

By: _____

Name:  _____

Title: Partner


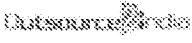
SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
US Federal Q5 uf 6	<u>FLATWORLD SOLUTIONS</u> RN: 3798893 SN: 77839112 Disclaimer: "SOLUTIONS"	Renewed, July 27, 2020 Office Status: Registered and Renewed	Int'l Class: 35 (Int'l Class: 35) Operation and management of telephone call centers for others; Data processing services; Data entry services	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 7	<u>FLATWORLD SOLUTIONS</u> RN: 3798899 SN: 77840029 Disclaimer: "SOLUTIONS"	Renewed, July 27, 2020 Office Status: Registered and Renewed	Int'l Class: 42 (Int'l Class: 42) Data conversion of electronic information and computer programs; Conversion of data or documents from physical to electronic media	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 9	<u>FLATWORLD SOLUTIONS</u> RN: 4130461 SN: 85126987 Disclaimer: "SOLUTIONS"	Registered, April 28, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 42, 44 (Int'l Class: 42) Drafting, engineering services, namely, CAD drafting for interior and exterior structures of buildings, mechanical components and devices, shop drawings for manufacture of equipment and products, 2D drafting services, and 3D mechanical drafting, piping design for others and drafting services, finite element analysis, process planning, namely, value engineering services, design for manufacturing, namely, services for cost reduction and improved efficiency of manufactured goods, CAD data migration services, architectural drafting and detailing, namely, detailing of the interiors and exteriors of buildings and associated structures, 3D rendering services, namely, creation of 3D computer models, retail space planning and design, namely, planning and layout design for the interior space of retail business	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
			establishments, computer graphics design services, namely, 3D architectural animation for others, and drafting services; computer drafting services, namely, building information model (BIM) services; Computer Software design and development in the field of web application development and software development for mobile devices; remote diagnosis of medical diagnostic imaging; 3D image processing software design; animation and graphic illustration services for others; pharmaceutical research services; Technical support services, namely, providing telephone support for others for computer systems, servers, networks and computer peripherals and accessories (Int'l Class: 44) Landscape design	
US Federal Q5 uf 10	<u>FLATWORLD SOLUTIONS</u> RN: 4078929 SN: 85126984 Disclaimer: "SOLUTIONS"	Renewed, May 11, 2022 Office Status: Registered and Renewed	Int'l Class: 40, 41, 42 (Int'l Class: 40) enhancement and manipulation of photographs and images (Int'l Class: 41) custom writing services (Int'l Class: 42) graphic design for others	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 12	<u>FLATWORLD SOLUTIONS</u> RN: 4116946 SN: 85126980 Disclaimer: "SOLUTIONS"	Registered, April 5, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 40, 41 (Int'l Class: 35) Accounting services; bookkeeping; tax preparation; accounts receivable and payable debiting management for others; medical transcription and transcription of dictations, interviews, discussions, conferences and telephone calls services, from voice to text (Int'l Class: 40) Document printing services for others (Int'l Class: 41) Language translation services	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 13	<u>FLATWORLD SOLUTIONS</u> RN: 3965301 SN: 85126990 Disclaimer: "SOLUTIONS"	Renewed, August 30, 2021 Office Status: Registered and Renewed	Int'l Class: 44 (Int'l Class: 44) medical imaging services	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
US Federal Q5 uf 14	<u>FLATWORLD SOLUTIONS and Design</u>  RN: 4175632 SN: 85486902 Disclaimer: "SOLUTIONS"	Registered, July 23, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 42 (Int'l Class: 35) Operation and management of telephone call centers for others; Data processing services; Data entry services; Accounting services; bookkeeping; tax preparation; accounts receivable and payable debiting management for others; medical transcription and transcription of dictations, interviews, discussions, conferences and telephone calls services, from voice to text (Int'l Class: 42) Computer Software design and development in the field of web application development and software development for mobile devices; Drafting; Data conversion of electronic information and computer programs; Conversion of data or documents from physical to electronic media	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 16	<u>IMMENCITY</u> RN: 4122534 SN: 85126993	Registered, April 9, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 42 (Int'l Class: 35) On-line business networking services; Business services, namely, combined strategic goods or services sourcing for others (Int'l Class: 42) Software as a service (SAAS) services featuring software for managing and organizing business networking and goods or services sourcing	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 17	<u>MSUITE</u> <u>RN: 6806882</u> SN: 90788820	Registered, August 2, 2022	Int'l Class: 42 (Int'l Class: 42) Providing use of non-downloadable web-based software for automation of various back-office processes for the mortgage industry, namely, document recognition and indexing, file setup and review, data extraction and validation, income calculation and underwriting, quality audit and quality control	Flatworld Solutions, Inc. (Delaware Corporation) 116 Village Boulevard, Suite 200, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 18	<u>OUTSOURCE2INDIA and Design</u>  RN: 4116945 SN: 85126965	Registered, March 31, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 42 (Int'l Class: 35) Business process outsourcing services in the field of call center, healthcare, data entry, engineering services, accounting and bookkeeping services, tax preparation, writing, image editing, online research, analytics, software development, transcription and translation services (Int'l Class: 42) software design and development	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
US Federal Q5 uf 19	<u>OUTSOURCE2INDIA</u> RN: 4113781 SN: 85126901	Registered, March 31, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 42 (Int'l Class: 35) Business process outsourcing services in the field of call center, healthcare, data entry, engineering services, accounting and bookkeeping services, tax preparation, writing, image editing, online research, analytics, software development, transcription and translation services (Int'l Class: 42) software design and development	Flatworld Solutions, Inc. (Delaware Corporation) Suite 200 116 Village Boulevard, Princeton, New Jersey 08540 United States of America
US Federal Q5 uf 20	<u>THE NEW CENTER FOR WORLD TRADE</u> RN: 4136307 SN: 85144949 Disclaimer: "CENTER FOR WORLD TRADE"	Registered, May 12, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 35, 42 (Int'l Class: 35) On-line business networking services; Business services, namely, combined strategic goods or services sourcing (Int'l Class: 42) Software as a service (SAAS) services featuring software for business networking and goods or services sourcing	Flatworld Solutions, Inc. (Delaware Corporation) 116 Village Boulevard Suite 200, Princeton, New Jersey 08540 United States of America

United States Trademark Applications:

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
US Federal Q5 uf 21	<u>TOKTIV</u> SN: 90872876	Pending Application, May 11, 2022 Office Status: Non-Final Action - Mailed	Int'l Class: 09, 42 (Int'l Class: 09) downloadable software featuring Application Programming Interface (API) for telecommunication and telephony services over the telecommunications network and the internet for use in Customer Relationship Management (CRM), Customer Engagement, Business Analytics, Business Intelligence, Home and Office Automation, Monitoring and Control systems comprising of wireless and wired controllers, Educational services, conducting seminars, providing training and organizing conferences; Collecting and Analyzing, integrating and sharing data in the fields of Business, Marketing, Advertising, Brand Development, Sales, Customer Service, Customer Engagement, Cloud Computing, Customer Information, Customer Relationship Management, Security and Authentication; Control and Monitoring of Cloud Computing Networks, Remote Computers and Internet of	Flatworld Edge LLC 116 Village Blvd., Suite 200, Princeton, New Jersey 08540 United States of America

Juris.	TM/AN/RN/ Disclaimer	Status/Status Date	Full Goods/Services	Owner Information
			<p>Things (IoT), Virtual PBX services with features like Calls, Caller ID, SMS, Voicemail, Conference Calls and Chat among other telecommunication features ; Enhancing and providing real-time transfer, transmission, delivery, reception, processing and digitizing of mails, messages, facsimiles, data, documents, audio, video, graphics and signals information; From connected computer systems and networks, internet, global telecommunication networks, digital mobile devices and Internet of Things (IoT) devices (Int'l Class: 42)</p> <p>Software as a Service (SaaS) services featuring online and downloadable software featuring Application Programming Interface (API) for telecommunication and telephony services over the telecommunications network and the internet for use in Customer Relationship Management (CRM), Customer Engagement, Business Analytics, Business Intelligence, Home and Office Automation, Monitoring and Control systems comprising of wireless and wired controllers, Educational services, conducting seminars, providing training and organizing conferences; Collecting and Analyzing, integrating and sharing data in the fields of Business, Marketing, Advertising, Brand Development, Sales, Customer Service, Customer Engagement, Cloud Computing, Customer Information, Customer Relationship Management, Security and Authentication; Control and Monitoring of Cloud Computing Networks, Remote Computers and Internet of Things (IoT), Virtual PBX services with features like Calls, Caller ID, SMS, Voicemail, Conference Calls and Chat among other telecommunication features ; Enhancing and providing real-time transfer, transmission, delivery, reception, processing and digitizing of mails, messages, facsimiles, data, documents, audio, video, graphics and signals information; From connected computer systems and networks, internet, global telecommunication networks, digital mobile devices and Internet of Things (IoT) devices</p>	