

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764903

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pixelligent Technologies, LLC		11/01/2022	Limited Liability Company: VIRGINIA
PT SPE TopCo LLC		11/01/2022	Limited Liability Company: DELAWARE
PT SPE SubCo LLC		11/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association, as Collateral Agent
Street Address:	1 Federal Street
Internal Address:	10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6816578	DESIGNER COMPOSITES
Registration Number:	6816577	DESIGNER COMPOUNDS
Registration Number:	4660194	PIXCLEAR
Registration Number:	5649612	PIXCLEARPROCESS
Registration Number:	4951790	PIXELLIGENT
Serial Number:	90616667	PIXJET
Registration Number:	6855339	PIXNIL
Registration Number:	4660195	THE CLEAR SOLUTION

CORRESPONDENCE DATA

Fax Number: 7038164100

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.

Phone: 7038164063

OP \$215.00 6816578

Email: nixonptomail@nixonvan.com
Correspondent Name: Sheryl De Luca
Address Line 1: 901 N. Glebe Road, 11th Floor
Address Line 2: Nixon & Vanderhye P.C.
Address Line 4: Arlington, VIRGINIA 22203

ATTORNEY DOCKET NUMBER: 2478-278

NAME OF SUBMITTER: Sheryl De Luca

SIGNATURE: /Sheryl De Luca/

DATE SIGNED: 11/01/2022

Total Attachments: 13

source=Pixelligent - 04. Trademark Security Agreement Executed Redacted#page1.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among PIXELLIGENT TECHNOLOGIES LLC, a Virginia limited liability company ("Pixelligent"), each other Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent").

Reference is made to (a) that certain Term Loan Agreement, dated as of November 1, 2022 (the "Loan Agreement"), among Pixelligent, as borrower, each of the subsidiary guarantors party thereto from time to time, MVP Innovation Funding 2022-1 LLC, as lender (the "Lender"), and U.S. Bank Trust Company, National Association, as administrative agent for the Lender and collateral agent for the Secured Parties and MVP Innovation Funding 2022-1 LLC, in its individual capacity, and (b) the Pledge and Security Agreement, dated as of November 1, 2022, by and among the Grantors party thereto and the Collateral Agent (the "Security Agreement").

The lenders party to the Loan Agreement have agreed to make Loans to the Borrower subject to the terms and conditions set forth in the Loan Agreement, the Grantors have guaranteed the Obligations and the Grantors have secured their Obligations pursuant to the Security Agreement. The obligations of the Lender to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Loan Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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 and other intellectual property offices worldwide, including those described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and any other intellectual property offices worldwide. Each Grantor authorizes and requits that the Register of Copyrights record this Agreement.

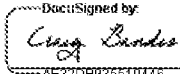
5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

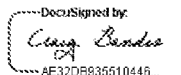
[Signature page follows]

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

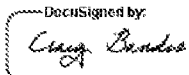
PIXELLIGENT TECHNOLOGIES LLC

By: 
Name: Craig Bandes
Title: Chief Executive Officer

PT SPE TOPCO LLC

By: 
Name: Craig Bandes
Title: Chief Executive Officer

PT SPE SUBCO LLC

By: 
Name: Craig Bandes
Title: Chief Executive Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent**

By: _____
Name:
Title:

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

PIXELLIGENT TECHNOLOGIES LLC

By: _____
Name: Craig Bandes
Title: Chief Executive Officer

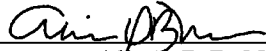
PT SPE TOPCO LLC

By: _____
Name: Craig Bandes
Title: Chief Executive Officer

PT SPE SUBCO LLC

By: _____
Name: Craig Bandes
Title: Chief Executive Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent**

By:  _____
Name: Alison D.B. Nadeau
Title: Vice President

SCHEDULE I
TRADEMARKS

Country	Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date
US	DESIGNER COMPOSITES	Pixelligent Technologies LLC.	6,816,578	09-Aug-2022	90/243,073	08-Oct-2020
US	DESIGNER COMPOUNDS	Pixelligent Technologies LLC.	6,816,577	09-Aug-2022	90/243,064	08-Oct-2020
US	PIXCLEAR	Pixelligent Technologies LLC.	4,660,194	23-Dec-2014	85/846,152	11-Feb-2013
US	PIXCLEARPROCESS	Pixelligent Technologies LLC.	5,649,612	08-Jan-2019	86/933,309	08-Mar-2016
US	PIXELLIGENT	Pixelligent Technologies LLC.	4,951,790	03-May-2016	86/133,754	03-Dec-2013
US	PIXJET	Pixelligent Technologies LLC.			90/616,667	31-Mar-2021
US	PIXNIL	Pixelligent Technologies LLC.	6,855,339	27-Sep-2022	90/617,788	01-Apr-2021
US	THE CLEAR SOLUTION	Pixelligent Technologies LLC.	4,660,195	23-Dec-2014	85/846,174	11-Feb-2013
Int'l Reg-Madrid Protocol	PIXCLEAR	Pixelligent Technologies LLC.	1189801	09-Aug-2013	A0037384	09-Aug-2013

Country	Mark	Owner	Reg No	Reg Date	Serial No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Int'l Reg – Madrid Protocol	PIXELLIGENT T	Pixelligent Technologies LLC.	1229964	03-Sep-2014	A0044845	03-Sep-2014
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Int'l Reg - Madrid Protocol	PIXJET	Pixelligent Technologies LLC.	1625342	21-Sep-2021	A0113901	21-Sep-2021
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



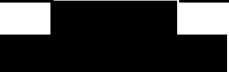





Country	Mark	Owner	Reg No	Reg Date	Serial No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Int'l Reg - Madrid Protocol	PIXNIL	Pixelligent Technologies LLC.	1625343	21-Sep- 2021	A0113902	21-Sep- 2021
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Mark	Owner	Reg No	Reg Date	Serial No.	Filing Date
Int'l Reg – Madrid Protocol	THE CLEAR SOLUTION	Pixelligent Technologies LLC.	11948478	09-Aug-2013	A0037383	09-Aug-2013
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Material Common-Law Trademarks

Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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