

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD MANAGER LLC		11/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	94052		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4446601	WORLD MANAGER CHANGING HOW THE WORLD DOE	
Registration Number:	5538319	WORLD MANAGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1837378 TM		
NAME OF SUBMITTER:	Carolina Becerra		
SIGNATURE:	/Carolina Becerra/		
DATE SIGNED:	11/21/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 18, 2022 by and among each Grantor listed on the signature page hereto (collectively, the “**Grantor**”), and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of January 15, 2019, by and among FranConnect Holdings, LLC, a Delaware limited liability company (“**Holdings**”), FranConnect, LLC, a Delaware limited liability company (the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Administrative Agent (as amended by that certain First Amendment to Credit Agreement dated as of April 22, 2020, that certain Second Amendment to Credit Agreement dated as of December 9, 2020, that certain Third Amendment to Credit Agreement, dated as of August 25, 2022, and as the same may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor, Holdings and Borrower have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of January 15, 2019 (as amended by that certain Assumption Agreement, dated as of November 18, 2022, and as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor, Holdings and Borrower shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor, Holdings and Borrower have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s, Holdings’ and Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORLD MANAGER LLC

By: 

Name: Andrew Charles Volkmann

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Simon K. Wang
Title: Vice President

Signature Page to Intellectual Property Security Agreement

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

Grantor	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
WORLD MANAGER LLC	United States	4446601	12-10-2013	01-22-2013	WORLD MANAGER LLC	WORLD MANAGER CHANGING HOW THE WORLD DOES BUSINESS
WORLD MANAGER LLC	United States	5538319	08-14-2018	05-15-2017	WORLD MANAGER LLC	WORLD MANAGER

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.