

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contegix, LLC		12/07/2022	Limited Liability Company: MISSOURI
Blended Perspectives Inc.		12/07/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Tree Line Capital Partners, LLC, as Collateral Agent
Street Address:	3 Embarcadero Center
Internal Address:	Suite 2320
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5587978	CONTEGIX AGILITY BUNDLE
Registration Number:	5214275	CONTEGIX DESIGN · HOST · MANAGE
Registration Number:	3126716	CONTEGIX
Registration Number:	4171216	CONTEGIX
Registration Number:	5213493	CONTEGIX
Registration Number:	5535870	CASP
Registration Number:	4171776	X
Registration Number:	3144990	BEYOND MANAGED HOSTING
Serial Number:	90357503	SYNTHESIS
Serial Number:	90701664	WE ARE WORKFLOWS
Serial Number:	90716734	WE ALREADY WORKFLOWED IT
Serial Number:	97362913	MARS & COLOUR DESIGN

CORRESPONDENCE DATA

Fax Number: 6503201918

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: 16503201818
Email: dianabentz@paulhastings.com
Correspondent Name: Diana Bentz
Address Line 1: 1117 S. California Avenue
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 49926-00016

NAME OF SUBMITTER: Diana Bentz

SIGNATURE: /dbentz/

DATE SIGNED: 12/07/2022

Total Attachments: 6

source=Tree Line_Contegix - Trademark Security Agreement#page1.tif

source=Tree Line_Contegix - Trademark Security Agreement#page2.tif

source=Tree Line_Contegix - Trademark Security Agreement#page3.tif

source=Tree Line_Contegix - Trademark Security Agreement#page4.tif

source=Tree Line_Contegix - Trademark Security Agreement#page5.tif

source=Tree Line_Contegix - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2022, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE CAPITAL PARTNERS, LLC, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, STRATUS HOLDINGS, INC., a Delaware corporation (“*Holdings*”), STRATUS MIDCO, INC., a Delaware corporation (“*Borrower*”), certain Subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and TREE LINE CAPITAL PARTNERS, LLC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), as Collateral Agent, and as lead arranger (in such capacity, together with its successors and permitted assigns in such capacity, the “*Lead Arranger*”, and together with the Administrative Agent and the Collateral Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into that certain Credit Agreement, dated as of December 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement dated as of December 7, 2022 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

For the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

Contegix, LLC, as Grantor

DocuSigned by:

Brad Hokamp

By: _____
121431FD476E41D...

Name: Brad Hokamp

Title: Chief Executive Officer, President, Secretary and Treasurer

Blended Perspectives INC., as Grantor

DocuSigned by:

Brad Hokamp

By: _____
121431FD476E41D...

Name: Brad Hokamp

Title: Chief Executive Officer, President and Secretary

ACCEPTED AND ACKNOWLEDGED:

**TREE LINE CAPITAL PARTNERS, LLC,
as Collateral Agent**


By: 
Name: Jon Schroeder
Title: Managing Partner

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Owner	Mark	Registration Number or Serial Number	Registration Date or Filing Date
Contegix, LLC	CONTEGIX AGILITY BUNDLE	5,587,978	October 16, 2018
Contegix, LLC	CONTEGIX DESIGN · HOST · MANAGE	5,214,275	May 30, 2017
Contegix, LLC	CONTEGIX	3,126,716	August 8, 2006
Contegix, LLC	CONTEGIX	4,171,216	July 10, 2012
Contegix, LLC	CONTEGIX	5,213,493	May 30, 2017
Contegix, LLC	CASP	5,535,870	August 7, 2018
Contegix, LLC	X	4,171,776	July 10, 2012
Contegix, LLC	BEYOND MANAGED HOSTING	3,144,990	September 19, 2006
Blended Perspectives INC.	SYNTHESIS	90/357,503	December 3, 2020
Blended Perspectives INC.	WE ARE WORKFLOWS	90/701,664	May 10, 2021
Blended Perspectives INC.	WE ALREADY WORKFLOWED IT	90/716,734	May 17, 2021
Blended Perspectives INC.	MARS MARKETPLACE ANALYTICS RESEARCH SERVICE MARKET PLACE 	97/362,913	April 14, 2022