

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SymphonyAI LLC		10/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2 Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90575521	SENSA	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180/61		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	12/07/2022		
Total Attachments: 15			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 27, 2022, (this “Agreement”), between SymphonyAI LLC, a Delaware limited liability company (the “Borrower”), each Loan Party party hereto (each such Loan Party, together with the Borrower, each a “Grantor”, and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders (together with its successors and assigns, in such capacities, “Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Lenders party thereto from time to time, and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, on behalf of and for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Lenders, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;

- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Agreement shall not constitute a grant of a security interest in any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Security for Secured Obligations. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy, insolvency or reorganization involving any Grantor.

4. Security Agreement. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

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

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTORS

SYMPHONYAI LLC

By: DocuSigned by:
Wayne Kimber
E2271EC68BE94CB...
Name: Wayne Kimber
Title: Chief Financial Officer

SYMPHONYAI INDUSTRIAL LLC

By: DocuSigned by:
Wayne Kimber
E2271EC68BE94CB...
Name: Wayne Kimber
Title: Chief Financial Officer

SAVIGENT HOLDINGS LLC

By: DocuSigned by:
Wayne Kimber
E2271EC68BE94CB...
Name: Wayne Kimber
Title: Chief Financial Officer

SYMPHONYAI PROCEEDIX HOLDINGS, LLC

By: DocuSigned by:
Wayne Kimber
E2271EC68BE94CB...
Name: Wayne Kimber
Title: Chief Financial Officer

AZIMA SERVICES, INC.

DocuSigned by:
Paul Berzins
By: _____
Name: Paul Berzins
Title: Chief Financial Officer

AZIMA, INC.

DocuSigned by:
Paul Berzins
By: _____
Name: Paul Berzins
Title: Chief Financial Officer

AZIMADLI, LLC

DocuSigned by:
Paul Berzins
By: _____
Name: Paul Berzins
Title: Chief Financial Officer

DLI ENGINEERING CORPORATION

DocuSigned by:
Paul Berzins
By: _____
Name: Paul Berzins
Title: Chief Financial Officer

PROCEEDIX INC

DocuSigned by:
Paul Berzins
By: _____
Name: Paul Berzins
Title: Chief Financial Officer

SYMPHONY RETECHAI LLC

DocuSigned by:
By: Philippe Antonio
Name: Philippe Antonio
Title: Secretary

SYMPHONYAI AML LLC

By: _____
Name: Sanjay Dhawan
Title: Chairman

SYMPHONYAI RETAIL/CPG, LLC

By: _____
Name:
Title:

SYMPHONYAI SUMMIT, INC.

By: _____
Name: Vaibhav Goyal
Title: Chief Financial Officer

SYMPHONY RETECHAI LLC

By: _____
Name: Philippe Antonio
Title: Secretary

SYMPHONYAI AML LLC

DocuSigned by:
Sanjay Dhawan
By: _____
2B8A845751154BD
Name: Sanjay Dhawan
Title: Chairman

SYMPHONYAI RETAIL/CPG, LLC

DocuSigned by:
Sanjay Dhawan
By: _____
2B8A845751154BD
Name: Sanjay Dhawan
Title: Director

SYMPHONYAI SUMMIT, INC.

By: _____
Name: Vaibhav Goyal
Title: Chief Financial Officer

SYMPHONY RETECHAI LLC

By: _____
Name: Philippe Antonio
Title: Secretary

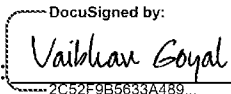
SYMPHONYAI AML LLC

By: _____
Name: Sanjay Dhawan
Title: Chairman

SYMPHONYAI RETAIL/CPG, LLC

By: _____
Name:
Title:

SYMPHONYAI SUMMIT, INC.

By:  _____
Name: Vaibhav Goyal
Title: Chief Financial Officer

SYMPHONY AZIMAAI LLC

DocuSigned by:
By: Paul Berzins
C3DBECD0F45541B...
Name: Paul Berzins
Title: Chief Financial Officer

**SYMPHONYAI INDUSTRIAL DIGITAL
MANUFACTURING, INC.**

DocuSigned by:
By: Paul Berzins
C3DBECD0F45541B...
Name: Paul Berzins
Title: Chief Financial Officer

**SYMPHONYAI INDUSTRIAL PLANT
PERFORMANCE, INC.**

DocuSigned by:
By: Paul Berzins
C3DBECD0F45541B...
Name: Paul Berzins
Title: Chief Financial Officer

RETECH LABS INC.

By: _____
Name: Abhishak Beniwal
Title: Director and Chief Executive Officer

SYMPHONY AZIMAAI LLC

By: _____
Name: Paul Berzins
Title: Chief Financial Officer

**SYMPHONYAI INDUSTRIAL DIGITAL
MANUFACTURING, INC.**

By: _____
Name: Paul Berzins
Title: Chief Financial Officer

**SYMPHONYAI INDUSTRIAL PLANT
PERFORMANCE, INC.**

By: _____
Name: Paul Berzins
Title: Chief Financial Officer

RETECH LABS INC.

DocuSigned by:
Abhishak Beniwal
By: _____
Name: Abhishak Beniwal
Title: Director and Chief Executive Officer

EYC, INC.

DocuSigned by:
By: Sebastian Peluffo
Name: Sebastian Peluffo
Title: Chief Financial Officer

SYMPHONYAI RETAIL, INC.

DocuSigned by:
By: Sebastian Peluffo
Name: Sebastian Peluffo
Title: Chief Financial Officer

CABLE AUDIT ASSOCIATES, LLC

By: _____
Name: Heidi Chapman
Title: Chief Financial Officer

SYMPHONYAI MEDIA LLC

By: _____
Name: Heidi Chapman
Title: Chief Financial Officer

MEDIAAI ACQUISITION LLC

By: _____
Name: Heidi Chapman
Title: Chief Financial Officer

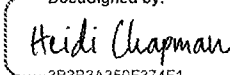
EYC, INC.

By: _____
Name: Sebastian Peluffo
Title: Chief Financial Officer

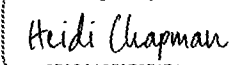
SYMPHONYAI RETAIL, INC.

By: _____
Name: Sebastian Peluffo
Title: Chief Financial Officer


CABLE AUDIT ASSOCIATES, LLC

DocuSigned by:

By: _____
3B3B3A350F374F1...
Name: Heidi Chapman
Title: Chief Financial Officer

SYMPHONYAI MEDIA LLC

DocuSigned by:

By: _____
3B3B3A350F374F1...
Name: Heidi Chapman
Title: Chief Financial Officer

MEDIAAI ACQUISITION LLC

DocuSigned by:

By: _____
3B3B3A350F374F1...
Name: Heidi Chapman
Title: Chief Financial Officer

SYMPHONYAI SENSА LLC

DocuSigned by:
By: Peter Downs
Name: Peter Downs
Title: Chief Financial Officer

SYMPHONY AI ACCELERATE LLC

DocuSigned by:
By: Peter Downs
Name: Peter Downs
Title: Chief Financial Officer

SYMPHONY MULTI UL LLC

DocuSigned by:
By: Peter Downs
Name: Peter Downs
Title: Chief Financial Officer

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____




Name: Grace Mahood

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007911 FRAME: 0758

SCHEDULE I

Owner	Title/Mark	Filing or Registration Date	Application or Registration No.	Country
SymphonyAI LLC, (In the name of Symphony Innovation, LLC)	MAI SYMPHONY MEDIAAI (Stylized in Color) 	3/17/2020	6011999	US
SymphonyAI LLC, (In the name of Symphony Innovation, LLC)	SYMPHONY ACCELERATE AI	10/19/21	97/082263	US
AYASDI AI LLC	AYASDI	8/24/10	3838864	US
Azima Holdings, Inc.	AZIMA DLI	6/6/2017	5216031	US
Azima Holdings, Inc.	AZIMA DLI and design 	11/8/2016	5076304	US
EXPERTALERT	DLI WATCHMAN (Stylized) 	4/15/1997	2052133	US
TRIO	EXPERTALERT	11/28/2017	5346743	US
Azima Holdings, Inc.	TRIO	10/25/2016	5066982	US
Savigent Software, Inc	MANUFACTURING REMASTERED	4/28/2020	6042163	US
Savigent Software, Inc	SAVIGENT	8/6/2013	4380565	US
Savigent Software, Inc	SAVIGENT	9/4/2012	4203106	US
Savigent Software, Inc	SAVIGENT SOFTWARE	7/24/2012	4180350	US
Cable Audit Associates, LLC	VMETRICS	9/29/2009	3690298	US
SYMPHONYAI SENSEA LLC	AYASDI	8/24/2010	3838864	US
SYMPHONYAI SENSEA LLC	MAPPING WORLDS OF DATA	9/14/2010	3848653	US
SYMPHONYAI SENSEA LLC	AYASDI CARE	7/7/2015	4769993	US
SYMPHONYAI SENSEA LLC	AYASDI CARE LOGO	7/7/2015	4769991	US
SYMPHONYAI SENSEA LLC	SENSEA	3/12/2021	90575521	US

Owner	Title/Mark	Filing or Registration Date	Application or Registration No.	Country
SYMPHONYAI SENSA LLC	SYMPHONY ACCELERATE AI	10/19/2021	97082263	US