

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIXLEE TURNT0, INC.	FORMERLY PIXLEE, INC.	12/02/2022	Corporation: DELAWARE
TURNT0 NETWORKS, INC.		12/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4618253	PIXLEE	
Registration Number:	4618252		
Registration Number:	3836493	TURNT0	
Registration Number:	3887258	TURNT0	
Registration Number:	5143554	VISUAL REVIEWS	
Registration Number:	5217686	CHECKOUT COMMENTS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	54934.051		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 4618253

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/02/2022
Total Attachments: 5 source=Astute (Audax) - Trademark Security Agreement (Pixlee _ TurnTo) - Executed#page1.tif source=Astute (Audax) - Trademark Security Agreement (Pixlee _ TurnTo) - Executed#page2.tif source=Astute (Audax) - Trademark Security Agreement (Pixlee _ TurnTo) - Executed#page3.tif source=Astute (Audax) - Trademark Security Agreement (Pixlee _ TurnTo) - Executed#page4.tif source=Astute (Audax) - Trademark Security Agreement (Pixlee _ TurnTo) - Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2022 (this “Trademark Security Agreement”), is made by each of the undersigned (each a “Grantor”, and collectively, the “Grantors”), in favor of Alter Domus (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended & Restated Credit Agreement, dated as of November 12, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AST SOL INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), ASTUTE HOLDINGS, INC., a Delaware corporation (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Alter Domus (US) LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to the Guaranty and Security Agreement, dated as of April 5, 2019, entered into by each Grantor as a “Grantor” thereunder and the other entities who are or become parties thereto as “Grantors” thereunder in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative 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 Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 grants to the Administrative 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 (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

- a. all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, 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, without limitation, 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.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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

5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

-- Remainder of Page Intentionally Blank; 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.

Very truly yours,

PIXLEE TURNT0, INC. (f/k/a PIXLEE, INC.), a Delaware corporation, as Grantor

By: Peter Bennfors
Name: Ulf Peter Dundas Bennfors
Title: Chief Financial Officer and Secretary

TURNT0 NETWORKS, INC., a Delaware corporation, as Grantor

By: Peter Bennfors
Name: Ulf Peter Dundas Bennfors
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007936 FRAME: 0754**

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007936 FRAME: 0755

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

REGISTERED TRADEMARKS

Description	Jurisdiction	Registration No.	Registration Date	Owner of Record
PIXLEE (Word Mark)	United States	4618253	07-Oct-2014	Pixlee TurnTo, Inc. (f/k/a Pixlee, Inc.)
MISCELLANEOUS DESIGN (flower logo) 	United States	4618252	07-Oct-2014	Pixlee TurnTo, Inc. (f/k/a Pixlee, Inc.)
TurnTo	United States	3836493	24-Aug-2010	TurnTo Networks, Inc.
TurnTo	United States	3887258	07-Dec-2010	TurnTo Networks, Inc.
VISUAL REVIEWS	United States	5143554	14-Feb-2017	TurnTo Networks, Inc
CHECKOUT COMMENTS	United States	5217686	06-Jun-2017	TurnTo Networks, Inc

TRADEMARK APPLICATIONS

None.