

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIDAL SOFTWARE LLC		01/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3420480	TIDAL	
<b>Serial Number:</b>	88829066	TIDAL REPOSITORY	
<b>Serial Number:</b>	88828883	TIDAL EXPLORER	
<b>Serial Number:</b>	88830336	TIDAL AUTOMATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11964.358		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	01/04/2023		

CH \$115.00 3420480

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2023 (this “**Agreement**”), is made by the signatory hereto indicated as a “Grantor” (“**Grantor**”) in favor of MIDCAP FINANCIAL TRUST, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantor entered into that certain Counterpart Agreement dated as of the date hereof, in connection with the Pledge and Security Agreement dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any non-U.S. counterpart of the foregoing.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

#### **Section 2.1 Grant of Security.**

The Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all in, to and under all Collateral that consists of Trademarks as further specified under Security Agreement, including the registrations and applications listed on Schedule A attached hereto.

#### **Section 2.2 Certain Limited Exclusions.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Recordation**

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

### **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.


### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**TIDAL SOFTWARE LLC**

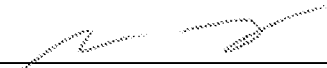
By:   
Name: Dominic Ang  
Title: Secretary

Accepted and Agreed:

**MIDCAP FINANCIAL TRUST**, as Collateral Agent

By: Apollo Capital Management L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<i>Trademark</i>	<i>Registration #</i>	<i>Serial #</i>	<i>Status</i>	<i>Registration Date; Publication Date; Application Date:</i>	<i>Jurisdiction</i>
<b>TIDAL</b>	3420480	78867396	Live	April 29, 2008; April 10, 2007; April 22, 2006	U.S.
<b>TIDAL REPOSITORY</b>	N/A	88829066	Pending	N/A; N/A; March 10, 2020	U.S.
<b>TIDAL EXPLORER</b>	N/A	88828883	Pending	N/A; N/A; March 10, 2020	U.S.
<b>TIDAL AUTOMATION</b>	N/A	88830336	Pending	N/A; N/A; March 11, 2020	U.S.

**TRADEMARK APPLICATIONS**

None.