

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779386

<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>
LESSEN INC.		01/05/2023	Corporation: DELAWARE
SMS ASSIST, L.L.C.		01/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6868615	LESSEN	
<b>Registration Number:</b>	2838450	ARMADILLO	
<b>Registration Number:</b>	5362245	ASSIST	
<b>Serial Number:</b>	97342137	LESSEN	
<b>Serial Number:</b>	97342136		
<b>Serial Number:</b>	97312849		
<b>Serial Number:</b>	97632200	MYLESSEN	
<b>Serial Number:</b>	90779248	FIXT	
<b>Serial Number:</b>	90568080	ONE BY SMS ASSIST	
<b>Serial Number:</b>	90568065	ONE BY SMS ASSIST	
<b>Serial Number:</b>	88333687	GREENLIGHT PROPTECH	
<b>Registration Number:</b>	5319831	ASYST	
<b>Registration Number:</b>	4930749	PARTNERS IN CONTRACT MANAGEMENT	
<b>Registration Number:</b>	4944321	PARTNERS IN FACILITY MANAGEMENT	
<b>Registration Number:</b>	5362244	POWERED BY ASSIST TECHNOLOGY	
<b>Registration Number:</b>	4944371	REVOLUTIONIZING FACILITY SERVICES	
<b>Registration Number:</b>	4930750	REVOLUTIONIZING MULTISITE PROPERTY MANAG	
<b>Registration Number:</b>	4930748	WE EXECUTE SO YOU CAN MANAGE	
		<b>TRADEMARK</b>	

CH \$615.00 6868615

Property Type	Number	Word Mark
Registration Number:	5492492	WE EXECUTE SO YOU CAN OPERATE
Registration Number:	6840581	ONE BY SMS ASSIST
Registration Number:	6840580	ONE BY SMS ASSIST
Registration Number:	6840579	ONE BY SMS ASSIST
Registration Number:	6840578	ONE BY SMS ASSIST
Registration Number:	6840577	ONE BY SMS ASSIST

**CORRESPONDENCE DATA**

**Fax Number:** 9495676710

*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:** 9498527792

**Email:** ipprosecution@orrick.com, vsantos@orrick.com

**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP

**Address Line 1:** 2050 Main Street, Suite 1100

**Address Line 4:** Irvine, CALIFORNIA 92614-8255

<b>ATTORNEY DOCKET NUMBER:</b>	35619.52
<b>NAME OF SUBMITTER:</b>	Victor Santos
<b>SIGNATURE:</b>	/Victor Santos/
<b>DATE SIGNED:</b>	01/09/2023

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 5, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by the entities identified as “Grantors” on the signature pages hereto (collectively, the “*Grantors*”) in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Collateral Agent*”).

**WHEREAS** each Grantor is party to that certain Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement, the Indenture or the Note Purchase Agreement (each as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by such Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

**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 under Section 2.1 attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, 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, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the other Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. Each Grantor agrees to execute such documents, or take such other actions, as are reasonably required in order to effectuate the intent of this Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations. Upon the termination of this Agreement, the Collateral Agent shall, at the sole expense of the

Grantors, execute all documents, make all filings and take all other actions reasonably requested by any Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein (without recourse and without representation or warranty).

#### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

#### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

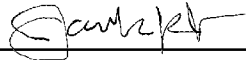
#### **SECTION 8. CONCERNING THE COLLATERAL AGENT**

This Agreement has been executed and delivered by Wilmington Trust, National Association, solely in its capacity as Collateral Agent under and pursuant to the terms of the Indenture and the Collateral Agreement. The Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture and the Collateral Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

*[Remainder of page intentionally left blank]*

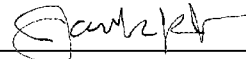
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**LESSEN INC., as Grantor**

By:   
Name: Jay McKee  
Title: Chief Executive Officer

**SMS ASSIST, L.L.C., as Grantor**

By its Sole Member:  
Lessen Inc.

By:   
Name: Jay McKee  
Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
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Acknowledged and Agreed:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as Collateral Agent

By: Karen Ferry  
Name: Karen Ferry  
Title: Vice President

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 007942 FRAME: 0179**

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

**U.S. Trademarks**

Trademark	App. No.	Registration No.	Status	Grantor
LESSEN	90133622	6868615	Registered	Lessen Inc.
ARMADILLO	78168612	2,838,450	Registered	SMS Assist, L.L.C.
Assist (Logo/Illustration)	86575059	5,362,245	Registered	SMS Assist, L.L.C.

**U.S. Trademark Applications**

Trademark	App. No.	Registration No.	Status	Grantor
LESSEN	97342137	N/A	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	97342136	N/A	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	97312849	N/A	Pending	Lessen Inc.
MYLESSEN	97632200	N/A	Pending	Lessen Inc.
FIXT	90779248		Pending	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568080		Pending	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568065		Pending	SMS Assist, L.L.C.
GREENLIGHT PROPTECH			Pending	SMS Assist, L.L.C.

**U.S. Service Marks**

Service mark	Serial No. / Registration No.	Next Renewal Date	Status	Grantor
ASYST®	86574150 / 5319831	April 26, 2026	Registered	SMS Assist, L.L.C.
Partners in Contract Management®	86574142 / 4930749	April 5, 2026	Registered	SMS Assist, L.L.C.
Partners in Facility Management®	86574158 / 4944321	April 26, 2026	Registered	SMS Assist, L.L.C.
Powered by Assist Technology®	86574146 / 5,362,244	December 26, 2027	Registered	SMS Assist, L.L.C.



Service mark	Serial No. / Registration No.	Next Renewal Date	Status	Grantor
Revolutionizing Facility Services®	86580691 / 4,944,371	April 26, 2026	Registered	SMS Assist, L.L.C.
Revolutionizing Multi Site Property Management®	86574149 / 4,930,750	April 5, 2026	Registered	SMS Assist, L.L.C.
We Execute So You Can Manage®	86574138 / 4,930,748	April 5, 2026	Registered	SMS Assist, L.L.C.
We Execute So You Can Operate®	86575102 / 5,492,492	June 12, 2023	Registered	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568107 / 6840581	September 6, 2022	Registered	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568105 / 6840580	September 6, 2022	Registered	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568100 / 6840579	September 6, 2022	Registered	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568098 / 6840578	September 6, 2022	Registered	SMS Assist, L.L.C.
ONE BY SMS ASSIST	90568090 / 6840577	September 6, 2022	Registered	SMS Assist, L.L.C.

#### **Non-U.S. Trademarks and Trademark Applications**

Trademark	App. No.	Country	Status	Grantor
LESSEN	058408-401T01CA	Canada	Pending	Lessen Inc.
LESSEN	058408-401T01CH	Switzerland	Pending	Lessen Inc.
LESSEN	058408-401T01CN	China	Pending	Lessen Inc.
LESSEN	058408-401T01EM	European Union	Pending	Lessen Inc.
LESSEN	058408-401T01GB	United Kingdom	Pending	Lessen Inc.
LESSEN	058408-401T01MX	Mexico	Pending	Lessen Inc.
LESSEN	058408-401T02CN	China	Pending	Lessen Inc.
LESSEN	058408-401T02MX	Mexico	Pending	Lessen Inc.
LESSEN	058408-401T03CN	China	Pending	Lessen Inc.
LESSEN	058408-401T03MX	Mexico	Pending	Lessen Inc.
LESSEN	058408-401T04CN	China	Pending	Lessen Inc.
LESSEN	058408-401T04MX	Mexico	Pending	Lessen Inc.
LESSEN	058408-401T05CN	China	Pending	Lessen Inc.
LESSEN	058408-401T05MX	Mexico	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T01CA	Canada	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T01CH	Switzerland	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T01CN	China	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T01EM	European Union	Pending	Lessen Inc.

Schedule A

Trademark	App. No.	Country	Status	Grantor
LESSEN (Less Than Symbol Design (BW))	058408-402T01GB	United Kingdom	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T01MX	Mexico	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T02CN	China	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T02MX	Mexico	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T03CN	China	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T03MX	Mexico	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T04CN	China	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T04MX	Mexico	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T05CN	China	Pending	Lessen Inc.
LESSEN (Less Than Symbol Design (BW))	058408-402T05MX	Mexico	Pending	Lessen Inc.

Schedule A

4128-3392-1091

**RECORDED: 01/09/2023**

**TRADEMARK  
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