

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gigamonster, LLC		01/18/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	M/C Partners VIII, L.P., as Collateral Agent for each of the Credit Parties		
Street Address:	53 State Street		
Internal Address:	Suite 2600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4902940	SCARY FAST	
Registration Number:	4902938	SCARY FAST INTERNET	
Registration Number:	4919628	GIGAMONSTER	
Registration Number:	5418821	BOX AV AUDIO VIDEO AUTOMATION	
Registration Number:	5418820	BOX AV AUDIO VIDEO AUTOMATION	
Registration Number:	3183622	FASTPASS	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8358		
Email:	jmcneill@jonesday.com		
Correspondent Name:	Jack McNeill, Jones Day		
Address Line 1:	1221 Peachtree Street, NE, Suite 400		
Address Line 4:	Atlanta, GEORGIA 30361		
NAME OF SUBMITTER:	Jack McNeill		
SIGNATURE:	/Jack McNeill/		
DATE SIGNED:	01/20/2023		

CH \$165.00 4902940

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 18, 2023, is made between GIGAMONSTER, LLC, a Florida limited liability company (the “Grantor”), and M/C PARTNERS VIII, L.P., in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) for each of the Credit Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Secured Superpriority Debtor-In-Possession Term Loan Agreement, dated as of the date hereof (as amended, modified, supplemented or restated hereafter, the “Credit Agreement”), among GigaMonster Networks, LLC, a Delaware limited liability company (the “Borrower”), the Grantor and the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “Lenders”) and M/C Partners VIII, L.P., as Agent, the Lenders have extended Commitments to make financial accommodations to the Borrower;

WHEREAS, reference is hereby made to that certain Security Agreement, dated as of the date hereof (as amended, modified, supplemented or restated hereafter, the “Security Agreement”), made by the Grantor and the Loan Parties in favor of the Collateral Agent for benefit of the Credit Parties, which was executed in connection with the Credit Agreement and pursuant to which the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans issued from time to time to the Borrower by the Lenders pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Credit Party, as follows.

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement or the Credit Agreement, as applicable.

Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the payment and performance in full of all the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in and to, in the priority specified in the DIP Orders, all of the right, title and interest of the Grantor in, to and under all the following personal property and interests in such personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade

names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common Law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the registrations and applications listed in Item A of Attachment 1 attached hereto, together with any and all (a) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (b) divisionals, extensions and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world and (e) rights to sue for past, present and future infringements thereof.

Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Credit Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Credit Party thereunder) shall remain in full force and effect in accordance with its terms.

Release of Security Interest. Upon the termination of the Security Agreement pursuant to Section 9.5 thereof, the security interest in the Trademark Collateral shall automatically terminate and the Collateral Agent shall, upon the request of and at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Loan Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic

Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

DIP Orders Govern. The Grantor and the Collateral Agent agree that any reference contained herein to any DIP Order shall include all terms, conditions, and provisions of such DIP Order and that each DIP Order is incorporated herein for all purposes. To the extent there is any inconsistency between the terms of this Agreement and the terms of the DIP Orders, the terms of the DIP Orders shall govern, whether or not any provision hereof is expressly subject to the DIP Orders.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GIGAMONSTER, LLC

By: RP
Name: *Rian Brannin*
Title: *CRD*

M/C PARTNERS VIII, L.P.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007949 FRAME: 0511

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GIGAMONSTER, LLC



By: _____
Name:
Title:

M/C PARTNERS VIII, L.P.,
as Collateral Agent

By: DocuSigned by:
Brian Clark _____
Name: Brian Clark
Title: Managing Partner

**ATTACHMENT 1
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

TRADEMARK	OWNER	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE
Scary Fast	GigaMonster, LLC	86978074	4902940	2/16/2016
Scary Fast Internet	GigaMonster, LLC	86978058	4902938	2/16/2016
GigaMonster	GigaMonster, LLC	86978160	4919628	3/15/2016
BOX AV AUDIO VIDEO AUTOMATION 	GigaMonster, LLC	86970716	5418821	3/6/2018
BOX AV AUDIO VIDEO AUTOMATION 	GigaMonster, LLC	86970639	5418820	3/6/2018
FASTPASS	GigaMonster, LLC	78801235	3183622	12/12/2006