ETAS ID: TM781877

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ergotech Controls, LLC, as successor-in-interest to Digital Highway, Inc.		01/20/2023	Limited Liability Company: DELAWARE
Solve Networks, LLC, as successor-in-interest to Solve Networks, Inc.		01/20/2023	Limited Liability Company: DELAWARE
DINSpace, LLC, as successor-in-interest to DINSpace, Inc.		01/20/2023	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Churchill Agency Services LLC
Street Address:	430 Park Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	5412350	CLARITY
Registration Number:	4061214	DINSPACE
Registration Number:	4129346	SNAP
Registration Number:	5426792	SOLVE NETWORKS

## **CORRESPONDENCE DATA**

Fax Number:

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: 714.668.6200

Email: johnkline@paulhastings.com

**Correspondent Name:** John Kline

Address Line 1: 695 Town Center Drive Address Line 2: Seventeenth Floor

**TRADEMARK** 

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900745502

Address Line 4: Cos	ress Line 4: Costa Mesa, CALIFORNIA 92626			
NAME OF SUBMITTER:	John Kline			
SIGNATURE:	/s/ John Kline			
DATE SIGNED:	01/20/2023			
Total Attachments: 5 source=04. CAM_Ergotech - IP Security Agreement Executed#page1.tif				

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 20, 2023 (this "Agreement"), by ERGOTECH CONTROLS, LLC (successor-in-interest to DIGITAL HIGHWAY, INC.), a Delaware limited liability company, SOLVE NETWORKS, LLC (successor-in-interest to SOLVE NETWORKS, INC.), a Delaware limited liability company, DINSPACE, LLC (successor-in-interest to DINSPACE, INC.) a Delaware limited liability company (collectively, "Grantors", each a "Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as agent ("Agent") for all Lenders (as defined below).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 20, 2023 by and among INS Intermediate I, LLC, a Delaware limited liability company ("Holdings"), INS Intermediate II, LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto from time to time, as Lenders (the "Lenders"), and Churchill Agency Services LLC, as agent for all of the Lenders ("Agent") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make financial accommodations for the benefit of Borrower;

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of January 20, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Collateral Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Intellectual Property Collateral"):

TRADEMARK REEL: 007949 FRAME: 0829

- (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, 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 (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.
- 4. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

TRADEMARK REEL: 007949 FRAME: 0830

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

## SOLVE NETWORKS, LLC,

as successor-in-interest to SOLVE NETWORKS, INC.

By: Kid Sluplurd
Name: Reid Shepherd

Title: Assistant Secretary

# DINSPACE, LLC,

as successor-in-interest to DINSPACE, INC.

Reid Shepherd Name: Reid Shepherd

Title: Assistant Secretary

Agreed to and Accepted;

CHURCHILL AGENCY SERVICES LLC,

as Agent

By:

Name: Joseph Lee Title: Principal

Signature Page to IP Security Agreement

# **SCHEDULE I**

to

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# US TRADEMARKS

OWNER	COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
SOLVE NETWORKS,	USA	CLARITY	87546913	07/28/2017	5412350	02/27/2018
INC.						
DINSPACE, INC.	USA	DINSPACE	85120040	08/31/2010	4061214	11/22/2011
DINSPACE, INC.	USA	SNAP	85124025	09/07/2010	4129346	04/17/2012
SOLVE NETWORKS,	USA	SOLVE	87546933	07/28/2017	5426792	03/20/2018
INC.		NETWORKS				

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**RECORDED: 01/20/2023**