

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798734

<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>
Lytix, Inc.		03/29/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC, as collateral agent		
<b>Street Address:</b>	330 Madison Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6798262	LYTX PURCHASE	
<b>Registration Number:</b>	6494076	LYTX ALLIANCE	
<b>Registration Number:</b>	6494077	LYTX ALLIANCE PLUS	
<b>Registration Number:</b>	6647327	SURFSIGHT	
<b>Registration Number:</b>	6647423	SURFSIGHT	
<b>Registration Number:</b>	6840040	SURFSIGHT	
<b>Serial Number:</b>	90518307	LYTX COMMUNITY	
<b>Serial Number:</b>	90523588	LYTX COMMUNITY	
<b>Serial Number:</b>	97322416	LYTX INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212.318.6000		
<b>Email:</b>	JeffreyNegron@PaulHastings.com		
<b>Correspondent Name:</b>	Jeffrey Negron		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		

OP \$240.00 6798262

<b>NAME OF SUBMITTER:</b>	Jeffrey M. Negron
<b>SIGNATURE:</b>	/s/ Jeffrey M. Negron
<b>DATE SIGNED:</b>	03/30/2023
<b>Total Attachments: 5</b> source=Project Lync - TSA#page1.tif source=Project Lync - TSA#page2.tif source=Project Lync - TSA#page3.tif source=Project Lync - TSA#page4.tif source=Project Lync - TSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2023 (this “Agreement”), among Lytx, Inc. (the “Grantor”) and Guggenheim Credit Services, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Padres Holdings, Inc., a Delaware corporation (“Holdings”), Lytx, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent and (b) the Amended and Restated Collateral Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 may issue therefrom under applicable federal law.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

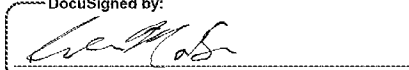
*[Remainder of Page Intentionally Left Blank]*

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

**LYTX, INC.**, as a Grantor

DocuSigned by:

By:



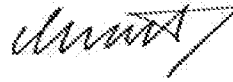
Name: Brendan MacKenzie

Title: Senior Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008024 FRAME: 0476**

**GUGGENHEIM CREDIT SERVICES, LLC**, as Collateral  
Agent



By: \_\_\_\_\_  
Name: Julio Quintero  
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008024 FRAME: 0477**

**Schedule I**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner of Record</b>
LYTX PURCHASE	U.S.	88720569 9-DEC-2019	6798262 19-JULY-2022	Lytix, Inc.
LYTX ALLIANCE	U.S.	88720577 9-DEC-2019	6494076 21-SEP-2021	Lytix, Inc.
LYTX ALLIANCE PLUS	U.S.	88720581 9-DEC-2019	6494077 21-SEP-2021	Lytix, Inc.
SURFSIGHT	U.S.	88950812 5-JUNE-2020	6647327 15-FEB-2022	Lytix, Inc.
SURFSIGHT	U.S.	90011645 19-JUNE-2020	6647423 15-FEB-2022	Lytix, Inc.
SURFSIGHT	U.S.	90011667 19-JUNE-2020	6840040 6-SEP-2022	Lytix, Inc.
LYTX COMMUNITY	U.S.	90518307 8-FEB-2021	NONE	Lytix, Inc.
LYTX COMMUNITY	U.S.	90523588 10-FEB-2021	NONE	Lytix, Inc.
LYTX INTELLIGENCE	U.S.	97322416 21-MAR-2022	NONE	Lytix, Inc.