

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LogRhythm, Inc.		03/30/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97261212	LOGRHYTHM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Sydney Crute		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1135397-0157-CZ49		
<b>NAME OF SUBMITTER:</b>	Sydney Crute		
<b>SIGNATURE:</b>	/Sydney Crute/		
<b>DATE SIGNED:</b>	03/31/2023		
<b>Total Attachments: 6</b>			
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source=LogRhythm - Trademark Security Agreement Supplement (Executed)#page3.tif			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 30, 2023, is entered into by **LOGRHYTHM, INC.**, a Delaware corporation (the “*Grantor*”) and **TRUIST BANK** (as successor by merger to SunTrust Bank), as Administrative Agent for the Secured Parties, including the banks and other financial institutions or entities party thereto from time to time to the Credit Agreement (as defined below) (together with its permitted successor and permitted assigns, the “*Administrative Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of May 9, 2019 (such agreement, as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), by and among Grantor, the other Grantors (as defined therein) party thereto from time to time and Administrative Agent, and pursuant to that certain Credit Agreement, dated as of May 9, 2019 (such agreement, as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among Grantor, as Borrower, **TENACITY HOLDINGS, LLC**, a Delaware limited liability company, as Holdings, the Lenders party thereto from time to time, Administrative Agent, and the other Persons party thereto from time to time. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Administrative Agent a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, Internet domain names and other source or business identifiers, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) the right to obtain all renewals thereof and (iv) all goodwill associated with or symbolized by any of the foregoing; *provided that*, for the avoidance of doubt, Trademarks shall not include any Excluded Assets (such as any United States intent-to-use trademark or service mark application filed pursuant to 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period 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 trademark or service mark application under applicable Federal law).

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes Administrative Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

4. Administrative Agent.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement which shall be deemed to be incorporated by reference herein. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent.

5. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns.


This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**LOGRHYTHM, INC.**

By: 

Name: Barry Capoot

Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

By: Paige Schepers  
Name: Paige Schepers  
Title: Director

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Applications

Trademark	Application No.	Filing Date	Owner	Jurisdiction
LOGRHYTHM	97261212	2/10/2022	LogRhythm, Inc.	US