

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802518

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900760894		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEST AGILE LABS, LLC	FORMERLY West Agile Labs, Inc.	03/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CADENCE BANK		
Street Address:	901 South MoPac Expressway, Building II		
Internal Address:	Suite 355		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5417254		
Registration Number:	5417255		
Registration Number:	5416022	WEST AGILE LABS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136201780		
Email:	rbugarin@sheppardmullin.com		
Correspondent Name:	Rosa Bugarin - Sheppard Mullin Richter		
Address Line 1:	333 South Hope Street		
Address Line 2:	43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Rosa Bugarin		
SIGNATURE:	/Rosa Bugarin/		
DATE SIGNED:	04/12/2023		
Total Attachments: 3			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 27th day of March, 2023, by **WEST AGILE LABS, LLC**, a Delaware limited liability company ("Grantor"), formerly known as West Agile Labs, Inc., in favor of **CADENCE BANK**, having a place of business at 901 South MoPac Expressway, Building II, Suite 355, Austin, Texas 78746, as agent for Lenders (hereinafter defined) ("Agent").

WHEREAS, Grantor owns the United States Trademarks and Trademark Applications, Patents and Patent Applications, Copyrights and Copyright Applications, as applicable, listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, **TCFIV BLC PARENT LLC**, a Delaware limited liability company ("Holdings"), **TCFIV BLC BUYER LLC**, a Delaware limited liability company ("Borrower"), the financial institutions described therein as lenders (collectively, "Lenders"), and Agent have entered into that certain Credit Agreement dated as of March 27, 2023 (as the same may hereafter be amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 27, 2023, between, *inter alios*, Grantor and Agent (the "Security Agreement"), Grantor has granted to Agent a security interest in substantially all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Agent a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the United States Trademarks and Trademark Applications, United States Patents and Patent Applications and United States Copyrights and Copyright Applications, as applicable, referred to on Schedule A hereto, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Credit Agreement) to the contrary, "IP Collateral" shall not include (i) any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law and/or (b) any other Excluded Property (as defined in the Security Agreement).
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

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

GRANTOR:




WEST AGILE LABS, LLC

By: 

Name: Nick Miner

Title: President

Schedule A

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
West Agile Labs, LLC		US	5417254	March 6, 2018
West Agile Labs, LLC		US	5417255	March 6, 2018
West Agile Labs, LLC	WEST AGILE LABS	US	5416022	March 6, 2018
Wavelabs US LLC		Not Registered	Not Registered	Not Registered