

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800008

<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>
SILVEREDGE BUSINESS SYSTEMS, LTD.		03/31/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NATIONAL BANK OF CANADA		
<b>Street Address:</b>	1155 Metcalfe Street, 23rd Floor		
<b>City:</b>	Montreal, QC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4S9		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2796850	IT	
<b>Registration Number:</b>	2796852		
<b>Registration Number:</b>	2734301	S	
<b>Registration Number:</b>	2713261	SILVEREDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6507393900		
	<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>	6507393939		
<b>Email:</b>	DebbieWu@JonesDay.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	010801-610001		
<b>NAME OF SUBMITTER:</b>	Debbie Wu		
<b>SIGNATURE:</b>	/Debbie Wu/		
<b>DATE SIGNED:</b>	04/03/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of March 31, 2023, by **SILVEREDGE BUSINESS SYSTEMS, LTD.**, an Illinois corporation (the “Company”), in favor of **NATIONAL BANK OF CANADA**, in its capacity as Administrative Agent for the Finance Parties party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, “Grantee”).

**WITNESSETH:**

**WHEREAS**, Grantee, the Lenders from time to time party thereto, Modernization Holdings, Inc., a Delaware corporation, as Holdco (“Holdco”), and Fresche Solutions Inc. (formerly known as 12426536 Canada Inc.), a Canadian federal corporation, as Borrower, are parties to that certain Amended and Restated Credit Agreement, dated as of September 27, 2021, as amended by that certain First Supplemental Credit Agreement, dated as of January 27, 2023 (and as it may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security and Pledge Agreement (as defined below));

**WHEREAS**, pursuant to that certain Security and Pledge Agreement (US), dated as of December 7, 2020, by and among Holdings and the other Grantors (as defined therein) party thereto and the Grantee, as amended by that certain Security and Pledge Agreement Supplement, dated as of the date hereof, made by the Company in favor of the Grantee (as previously or as further amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), the Company has granted to Grantee, for the benefit of the Finance Parties, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of the Company’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by the Company, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by the Company including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security and Pledge Agreement and are not intended to increase the rights of Grantee or the obligations of the Company beyond the rights and obligations contained in the Security and Pledge Agreement to which the Company is a party. The Company hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement to which the Company is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and the Security and Pledge Agreement, such Security and Pledge Agreement shall govern.

This Agreement constitutes an Operative Document. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*(Signature Pages Follow)*


**IN WITNESS WHEREOF**, the Company has duly executed this Agreement as of the day and year first set forth above.

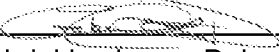
**SILVEREDGE BUSINESS SYSTEMS, LTD.**

By: Stephen M. Woodard  
Name: Stephen Woodard  
Title: President

Agreed and Accepted:


**NATIONAL BANK OF CANADA**  
as Administrative Agent

By:   
Name: Dominic Albanese  
Title: Managing Director

And by:   
Name: Gabriel Lachance Dubreuil  
Title: Director

Schedule 1

**US TRADEMARKS**

<b>Trademark</b>	<b>Type of Mark</b>	<b>Owner</b>	<b>Country of Registration</b>	<b>Registration Number</b>	<b>Registration Date</b>
(IT)	Service Mark	Grantor	U.S.A.	2796850	December 23, 2003
	Service Mark	Grantor	U.S.A.	2796852	December 23, 2003
(S)	Service Mark	Grantor	U.S.A.	2734301	June 4, 2002
SILVEREDGE	Service Mark	Grantor	U.S.A.	2713261	May 6, 2003

**REGISTERED TRADEMARKS FILED WITH THE ILLINOIS SECRETARY OF STATE**

<b>Trademark</b>	<b>Type of Mark</b>	<b>Owner</b>	<b>State of Registration</b>	<b>Registration Number</b>	<b>Registration Date</b>
SILVEREDGE (TEXT)	Service Mark	Grantor	Illinois	090500	April 28, 2003

**DOMAIN NAMES**

<b>URL</b>	<b>Owner</b>	<b>Registrar</b>
<a href="http://silveredgeconsulting.com/">silveredgeconsulting.com/</a>	Grantor	Network Solutions, LLC
<a href="http://silveredge.online">silveredge.online</a>	Grantor	Network Solutions, LLC
<a href="http://silveredge.consulting">silveredge.consulting</a>	Grantor	Network Solutions, LLC
<a href="http://silveredgeconsulting.com">silveredgeconsulting.com</a>	Grantor	Network Solutions, LLC
<a href="http://silveredgeonline.com">silveredgeonline.com</a>	Grantor	Network Solutions, LLC
<a href="http://silveredge-consulting.com">silveredge-consulting.com</a>	Grantor	Network Solutions, LLC