

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CopperEgg Corporation		04/10/2023	Corporation: TEXAS
Accolite Digital LLC		04/10/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6756744	ACCOLITE	
Registration Number:	6756736	ACCOLITE DIGITAL	
Registration Number:	6997293	ACCOLITE DIGITAL	
Registration Number:	4178098	COPPEREGG	
Registration Number:	4378385	COPPEREGG	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1902138-0002-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	04/10/2023		

CH \$140.00 6756744

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Accolite Digital LLC, a Delaware limited liability company, and CopperEgg Corporation, a Texas corporation (each, a “**Grantor**”, and together, the “**Grantors**”) in favor of AUDAX PRIVATE DEBT LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of April 10, 2023 (as amended, restated, amended and restated supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of each Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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 of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of

this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each Grantor's sole cost and expense, to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission (i.e., a "pdf" or "tif") of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated thereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term "**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

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

ACCOLITE DIGITAL LLC, as a Grantor


By: leela kaza
Name: Leelakumar Kaza
Title: President, Secretary and Treasurer

COPPEREGG CORPORATION, as a Grantor

By: leela kaza
Name: Leelakumar Kaza
Title: President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:


AUDAX PRIVATE DEBT LLC,
as Administrative Agent and Collateral Agent

By: _____

Name: Michael McGonigle

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Accolite Digital, LLC	ACCOLITE	6756744	06/14/2022
Accolite Digital, LLC	ACCOLITE DIGITAL	6756736	06/14/2022
Accolite Digital, LLC	ACCOLITE DIGITAL	6997293	03/07/2023
CopperEgg Corporation	COPPEREGG	4178098	07/24/2012
CopperEgg Corporation		4378385	08/06/2013