

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloomerang, LLC		04/14/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent		
Street Address:	595 Bay Street, CPS-7th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5G 2M8		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86338716	BLOOMERANG	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	04/14/2023		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 14, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “**Administrative Agent**”), and BLOOMERANG, LLC, an Indiana limited liability company (“**Grantor**”).

RECITALS

A. Administrative Agent and Grantor are parties to that certain Loan and Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Existing Loan Agreement**”), and in order to amend and restate the Existing Loan Agreement in its entirety, Administrative Agent and Grantor are entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**A&R Credit Agreement**”), by and among Boulder Topco, LLC, a Delaware limited liability company, as a Guarantor, Boulder Midco, LLC, a Delaware limited liability company, as a Guarantor, the Grantor, as the Borrower, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, CIBC, as the Issuing Lender and CIBC, as Administrative Agent, and Ally Bank, as a Lender and as the Lead Arranger. Defined terms used herein without definition shall have the meanings set forth in the A&R Credit Agreement and the Security Agreement (as defined below), as applicable.

B. Administrative Agent and Grantor are parties to that certain (i) Intellectual Property Security Agreement, dated as of December 23, 2020, and recorded with the United States Patent and Trademark Office on October 25, 2021, Reel/Frame 7466/0432 (the “**Existing IPSA**”) and (ii) Guarantee and Collateral Agreement, dated as of the date hereof, made by the Grantors from time to time party thereto in favor of the Administrative Agent (the “**Security Agreement**”), and in order to amend and restate the Existing IPSA in its entirety, Administrative Agent and Grantor desire to enter into this Agreement.

C. The Obligations are secured by the Collateral, as defined in the A&R Credit Agreement, including without limitation, all of Grantor’s Intellectual Property included in the Collateral (as defined in the Security Agreement).

D. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the A&R Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Administrative Agent hereby agree:

1. To secure the Obligations, Grantor grants Administrative Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in its Intellectual Property included in the Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Administrative Agent to file a duplicate of this Agreement containing amended exhibits reflecting such Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed

to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

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[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the
first date written above.

Address of Grantor:

9120 Otis Avenue
Indianapolis, IN 46216
Attention: Steve Isom
E-Mail: steve.isom@bloomerang.com

GRANTOR:

BLOOMERANG, LLC

By: 

Name: Stephen Isom

Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

Address of Administrative Agent:

CIBC Innovation Banking
Infrastructure/Technology, Infrastructure and Innovation
595 Bay Street, CPS-7th Floor
Toronto, Ontario M5G 2M8
Attention: Global Agent Administration Services
E-Mail: dlgo-agency@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Walt Sparks

Name: Walt Sparks

Title: Assistant General Manager

By: Diego Recinos

Name: Diego Recinos

Title: Assistant General Manager

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT C
TRADEMARKS

<u>Jurisdiction</u>	<u>Registration/ Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	86338716	7/16/2014	6/2/2015	Bloomerang, LLC	BLOOMERANG