

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venyu Solutions, L.L.C.		05/01/2023	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	BSCP GP I, LLC		
Street Address:	204 South Union Street, First Floor		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2772068	AMERIVAULT	
Registration Number:	2854377	RESTART IT	
Registration Number:	3838697	VENYU	
Registration Number:	3842447	YOUR DATA MADE INVINCIBLE	
Registration Number:	3838698	VENYU	
Registration Number:	3854593	VENYU YOUR DATA MADE INVINCIBLE	
Registration Number:	3848642	VENYU YOUR DATA MADE INVINCIBLE	
Registration Number:	3223550	EXCELLENCE IN DATA PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Alexandra P. Grossman, Esq.		
Address Line 1:	66 Hudson Boulevard		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Alexandra P. Grossman		

CH \$215.00 2772068

SIGNATURE:	/Alexandra P. Grossman/
DATE SIGNED:	05/04/2023
Total Attachments: 5 source=DartPoints - Venyu - Notice and Confirmation of Grant of Security Interest in Trademarks#page1.tif source=DartPoints - Venyu - Notice and Confirmation of Grant of Security Interest in Trademarks#page2.tif source=DartPoints - Venyu - Notice and Confirmation of Grant of Security Interest in Trademarks#page3.tif source=DartPoints - Venyu - Notice and Confirmation of Grant of Security Interest in Trademarks#page4.tif source=DartPoints - Venyu - Notice and Confirmation of Grant of Security Interest in Trademarks#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of May 1, 2023 made by Venyu Solutions, L.L.C, a Louisiana limited liability company (the “Grantor”), in favor of BSCP GP I, LLC, as Collateral Agent (the “Agent”) for the Lenders that are parties to the Credit Agreement, dated as of May 14, 2021, among DartPoints Operating Company, LLC (the “Borrower”), DartPoints Intermediate Holding Company, LLC, the Lenders, BSCP GP I, LLC, as Term Administrative Agent and Collateral Agent, AP MA Funding LLC as Revolving Administrative Agent, Swing Line Lender and L/C Issuer, and Boundary Street Capital, LP as arranger and sole bookrunner (as amended by the First Amendment to Credit Agreement, dated as of the date hereof, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of May 14, 2021, in favor of the Agent (as supplemented by Supplement No. 1 to Security Agreement, dated as of the date hereof, and together with all further amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in

and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Recordation. The Grantor authorizes the Agent to file this Agreement with the United States Patent and Trademark Office for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor and requests that the applicable government officer record this Agreement.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VENYU SOLUTIONS, L.L.C., as Grantor

By: Scott Willis
Name: Scott Willis
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BSCP GP I, LLC, as Agent

By: *Rashad Kawmy*
Name: Rashad Kawmy
Title: Managing Member

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AMERIVAULT	76084503	7/10/2000	2772068	10/7/2003
RESTART IT-Illustrated Drawing	76332795	11/5/2001	2854377	6/15/2004
VENYU- Illustrated Drawing	77671915	2/17/2009	3838697	8/24/2010
YOUR DATA MADE INVINCIBLE	77671919	2/17/2009	3842447	8/31/2010
VENYU	77671944	2/17/2009	3838698	8/24/2010
VENYU YOUR DATA MADE INVINCIBLE-Illustrated Drawing	77744197	5/26/2009	3854593	9/28/2010
VENYU YOUR DATA MADE INVINCIBLE- Illustrated Drawing	77744213	5/26/2009	3848642	9/14/2010
EXCELLENCE IN DATA PROTECTION	78797875	1/24/2006	3223550	3/27/2007

Trademark Applications

None.