

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exiger ION LLC		05/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5424032	ION CHANNEL	
Registration Number:	5549739		
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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	05/04/2023		
Total Attachments: 6			
source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark SecurityAgreement Executed(170160424_2)#page1.tif			

OP \$65.00 5424032

source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark Security Agreement
Executed(170160424_2)#page2.tif

source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark Security Agreement
Executed(170160424_2)#page3.tif

source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark Security Agreement
Executed(170160424_2)#page4.tif

source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark Security Agreement
Executed(170160424_2)#page5.tif

source=Monroe-Exiger - Exiger ION LLC Joinder - Trademark Security Agreement
Executed(170160424_2)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 4th day of May, 2023, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company (“Monroe Capital”), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among EXIGER HOLDINGS, INC., a Delaware corporation; EXIGER LLC, a Delaware limited liability company (the “Borrower”); the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the “Lenders”); and Monroe Capital, as administrative agent for the Lenders, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent that certain Joinder No. 2 to US Collateral Agreement (the “Joinder”), dated as of the date hereof, joining the Grantor to that certain US Collateral Agreement, dated as of September 30, 2021, by and among the US Loan Parties party thereto and the Agent, for the benefit of the Lenders and the Bank Product Providers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including by the Joinder, the “US Collateral Agreement”); and

WHEREAS, pursuant to the US Collateral Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Lender and each Bank Product Provider, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders and the Bank Product Providers, pursuant to the US Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Collateral Agreement, the US Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

EXIGER ION LLC, a Delaware limited liability company

By: *matt hibbard*
matt.hibbard@Apr 27, 2023 14:58 EDT
Name: Matt Hibbard
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008061 FRAME: 0293

AGENT:

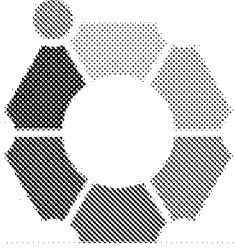
ACCEPTED AND ACKNOWLEDGED BY:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC** a Delaware limited liability
company as administrative agent

By: *Thomas Conner*
Name: Tom Conner
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration Number	Registration Date
Exiger ION LLC	United States	ION CHANNEL	5424032	03/13/2018
Exiger ION LLC	United States		5549739	08/28/2018

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.