TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM808046

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lazer Spot, Inc.		05/04/2023	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type: Corporation: MARYLAND			

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97561100	LAZER SPOT
Registration Number:	3685282	LAZER SPOT

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com **LATHAM & WATKINS LLP** Correspondent Name: Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	058516-0167
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/04/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), among each of the undersigned listed on the signature pages hereto as a "Grantor" (each a "<u>Grantor</u>") and Owl Rock Capital Corporation ("<u>Owl Rock</u>"), in its capacity as agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with successors and assigns in such capacity, the "<u>Agent</u>").

WHEREAS, reference is made to (a) the Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Lightbeam MidCo, Inc., a Delaware corporation ("Holdings"), Lightbeam Bidco, Inc., a Delaware corporation (the "Borrower"), the lenders and issuing banks from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under any Trademarks (excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" notice and/or filing with respect thereto) now owned or at any time hereafter acquired by such Grantor, including those listed on <u>Schedule I</u> (the "<u>Collateral</u>").

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words "execution", "signed",

"signature" and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 5. <u>CHOICE OF LAW</u>. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LIGHTBEAM BIDCO, INC.
LIGHTBEAM MIDCO, INC.
each as a Grantor by:
By: Idam Newsome
Name: Adam Newsome
Title: Chief Executive Officer and President
By:
Name: Jenny Bedard
Title: Chief Financial Officer and Vice President
BOSCO INTERMEDIATE COMPANY, INC.
BOSCO NEW INTERMEDIATE COMPANY, INC
BOSCO BUYER, INC.
LAZER SPOT HOLDINGS, INC.
LAZER SPOT, INC.
BOLD TRANSPORTATION, INC.
BOLD LOGISTICS, LLC
each as a Grantor
_
By:
Name: Jenny Bedard

Title: Chief Financial Officer and Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LIGHTBEAM BIDCO, INC. LIGHTBEAM MIDCO, INC.

each as a Grantor

Name: Adam Newsome

Title: Chief Executive Officer and President

Jenny Bedard

-----DocuSigned by:

Name: Jenny Bedard

Title: Chief Financial Officer and Vice President

BOSCO INTERMEDIATE COMPANY, INC.
BOSCO NEW INTERMEDIATE COMPANY, INC.
BOSCO BUYER, INC.
LAZER SPOT HOLDINGS, INC.
LAZER SPOT, INC.
BOLD TRANSPORTATION, INC.
BOLD LOGISTICS, LLC

each as a Grantor

Jenny Bedard

Name: Jenny Bedard

Title: Chief Financial Officer and Vice President

OWL ROCK CAPITAL CORPORATION,

as the Agent

By: Owl Rock Capital Advisors LLC, its investment advisor

Name: Jeff Walwyn

Title: Authorized Signatory

REEL: 008061 FRAME: 0790

SCHEDULE I

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	LAZER SPOT	United States	97561100 23-AUG- 2022		35 39	Lazer Spot, Inc.	Pending
2.	Lazer Spot Lazer Spot	United States	77591357 13-OCT- 2008	3685282 22-SEP- 2009	39	Lazer Spot, Inc.	Registered

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RECORDED: 05/04/2023