

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lambda, Inc.		05/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Cove Opportunity Lending, LLC		
Street Address:	1700 Montgomery Street, Suite 240		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5575853	LAMBDA	
Registration Number:	6039660	TENSORBOOK	
Registration Number:	5575852		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	115972.01.0011		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	05/18/2023		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 16th day of May, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRESCENT COVE OPPORTUNITY LENDING, LLC, a Delaware limited liability company, 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 May 16, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among LAMBDA, INC., a Delaware corporation (the “Borrower”), the lenders party thereto (each of such lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lenders have agreed to make certain financial accommodations to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Guaranty and Security Agreement, dated as of May 16, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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, each 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 Guaranty and Security 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 Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such 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 Code) of the foregoing, including any claim by such 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 Grantors, 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 any 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, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

SECURITY 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.

GRANTORS:

LAMBDA, INC.

By: _____
Name: Stephen Balaban
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CRESCENT COVE OPPORTUNITY
LENDING, LLC,**
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Jun Hong Heng
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

U.S. Trademark/Service Mark Registration No. 5,575,853
Mark: LAMBDA
Classes: 9 and 42

International Trademark Registration No. 1434845
Trade Mark: LAMBDA
Classes: 9 and 42

International Trademark Registration No. 1434845
Designated Country: China
Trade Mark: LAMBDA
Class: 9

International Trademark Registration No. 1434845
Designated Country: Australia
Trade Mark: LAMBDA
Class: 9

International Trademark Registration No. 1434845
Designated Country: European Union
Trade Mark: LAMBDA
Classes: 9 and 42

Taiwan Trademark/Service Mark Registration No. 01973087
Mark: LAMBDA
Classes: 9 and 42

Singapore Trademark/Service Mark Registration No. 40201926311P
Mark: LAMBDA
Classes: 9 and 42

United Kingdom Trademark/Service Mark Registration No. UK00801434845
Mark: LAMBDA
Classes: 9 and 42

International Trademark/Service Mark Application No. **1686398**
Trade Mark: LAMBDA
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1686398
Designated Country: European Union
Trade Mark: LAMBDA
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1686398
Designated Country: United Kingdom
Trade Mark: LAMBDA
Classes: 9, 41 and 42

U.S. Trademark Registration No. 6,039,660
Mark: TENSORBOOK
Class: 9

Chinese Trademark Registration No. 37107005
Mark: LAMBDA IN CHINESE CHARACTERS
兰布达
Class: 9

Chinese Service Mark Registration No. 37107004
Mark: LAMBDA IN CHINESE CHARACTERS
兰布达
Class: 42

U.S. Trademark/Service Mark Registration No. 5,575,852
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark Registration No. 1448070
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark Registration No. 1448070
Designated Country: Australia
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark Registration No. 1448070
Designated Country: European Union
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark Registration No. 1448070
Designated Country: India
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark Registration No. 1448070
Designated Country: Republic of Korea
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

Taiwan Trademark/Service Mark Registration No. 01973088
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

United Kingdom Trademark/Service Mark Registration No. UK00801448070
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Classes: 9, 41 and 42

Pending Applications

U.S. Trademark/Service Mark Serial No. 97/108,623
Mark: LAMBDA
Classes: 9, 41 and 42

International Trademark/Service Mark Registration No. 1434845
Trade Mark: LAMBDA
Pending Designated Country: India
Classes: 9 and 42

International Trademark/Service Mark Application No. 1686398
Pending Designated Country: Canada
Trade Mark: LAMBDA
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1686398
Pending Designated Country: China
Trade Mark: LAMBDA
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1686398
Pending Designated Country: Singapore
Trade Mark: LAMBDA
Classes: 9, 41 and 42

Canadian Trademark/Service Mark Application No. 1916366
Trade Mark: LAMBDA
Classes: 9 and 42

Chinese Service Mark Application No. 45105978
Trade Mark: LAMBDA
Class: 42

Taiwan Trademark/Service Mark Application No. 111030531
Trade Mark: LAMBDA
Classes: 9, 35, 37, 41 and 42

U.S. Trademark/Service Mark Serial No. 97/108,616
Mark: GREEK STYLIZED DESIGN



Classes: 9, 41 and 42

International Trademark/Service Mark Registration No. 1448070
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: China
Classes: 9 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: Australia
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: Canada
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: European Union
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: India
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: Republic of Korea
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: Singapore
Classes: 9, 41 and 42

International Trademark/Service Mark Application No. 1704403
Mark: GREEK STYLIZED DESIGN



Pending Designated Country: United Kingdom
Classes: 9, 41 and 42

Canadian Trademark/Service Mark Application No. 1916367
Mark: GREEK STYLIZED DESIGN



Classes: 9 and 42

Taiwan Trademark/Service Mark Application No. 111030533
Mark: GREEK STYLIZED DESIGN



Classes: 9, 41 and 42