

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APX, Inc.		04/26/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GLAS Trust Company, LLC		
Street Address:	230 Park Ave Rm 1000		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2315516	APX	
Registration Number:	3720728	APX MARKETSUITE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11012-1637		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2023 is made by APX, Inc. (“Grantor”) in favor of GLAS Trust Company, LLC, as administrative agent (solely in such capacity, “Administrative Agent”), for its benefit and the benefit of each Secured Party (as defined in the Security Agreement (as defined below)).

WITNESSETH:

WHEREAS, the Administrative Agent and certain initial signatories thereto and each other Person (as defined in the Security Agreement) who from time to time thereafter became a party thereto pursuant to Section 6.16 thereof entered into that certain Security Agreement dated as of July 29, 2022 (such agreement, together with all amendments and restatements and joinders, the “Security Agreement”);

WHEREAS, Grantor entered into that certain Security Agreement Joinder No. 1 to the Security Agreement dated as of October 4, 2022, in favor of Administrative Agent, for its benefit and the benefit of each Secured Party;”

WHEREAS, pursuant to the provisions of Section 6.16 of the Security Agreement, Grantor is becoming a Debtor (as defined in the Security Agreement) under the Security Agreement, and Grantor desires to become a Debtor under the Security Agreement in order to induce Secured Parties to continue to make and maintain financial accommodations under the Loan Documents (as defined in the Security Agreement);

WHEREAS, in connection with the foregoing, Grantor has agreed, pursuant to the Security Agreement, to grant to the Administrative Agent (for the benefit of itself and each Secured Party) a security interest in, and lien on, all of the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the expense of Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law; Jurisdiction; Etc. Section 6.5, Section 6.6, and Section 6.7 of the Security Agreement shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if set forth herein.

[SIGNATURE PAGES FOLLOW]

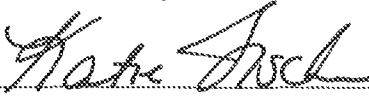
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APX, INC., as Grantor

DocuSigned by:
By: Joseph Varnas Sr.
Name: Joseph Varnas
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GLAS Trust Company LLC,
as Administrative Agent

By: 
Name: Katie Fischer
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Serial/Registration Number(s)</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
APX, Inc.	APX	2315516	08-Feb-2000	United States of America
APX, Inc.	APX MARKETSUITE	TMA815690	1/18/2012	Canada
APX, Inc.	MARKETSUITE	3720728	12/8/2009	United States of America