

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM816369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triple Seat Software, LLC		06/09/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, 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:	4475373		
Registration Number:	4474976	TRIPLESEAT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058258-0032		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/RHONDA DELEON/		
DATE SIGNED:	06/09/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2023 (this “**Agreement**”), between Triple Seat Software, LLC, a Massachusetts limited liability company (“**Grantor**”), and Monroe Capital Management Advisors, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) Vhagar MidCo, LLC, a Delaware limited liability company (“**Holdings**”), Vhagar Purchaser, LLC, a Delaware limited liability company (“**Borrower**”), the financial institutions from time to time party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), the Administrative Agent and the other parties thereto are parties to that certain Credit Agreement dated as of June 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of June 9, 2023, in favor of the Administrative Agent (as it may from time to time be amended, restated, amended and restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under all Trademarks owned by Grantor, all registrations and applications therefor, including those United States registrations and applications referred to on Schedule I hereto, all rights, priorities and privileges corresponding thereto throughout the world, including all renewals of any of the foregoing, together with all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including Proceeds from licenses, royalties, fees, income, payments, claims, damages and suit.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets (including intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, and accepted, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark or service mark application or any registration issuing therefrom under applicable federal law).

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by it in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, TO THE EXTENT THEY WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

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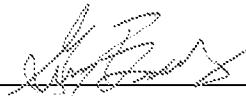
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the date first written above.

TRIPLE SEAT SOFTWARE, LLC, as Grantor

DocuSigned by:
Jonathan Morse
By: _____
3081F1CD7E93407
Name: Jonathan Morse
Title: Chief Executive Officer

ACCEPTED AND AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Administrative Agent


By:  _____

Name: **Gerry Burrows**
Title: **Managing Director**

SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Grantor	Mark	Reg. No.	Reg. Date
Triple Seat Software, LLC	 [DESIGN ONLY]	4475373	01/28/2014
Triple Seat Software, LLC	TRIPLESEAT	4474976	01/28/2014