

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skuid, Inc.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marlin Skuid Aggregator, LP		
Street Address:	338 Pier Avenue		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6142391	CREATE WHAT YOU IMAGINE	
Registration Number:	5522532	SKUID	
Registration Number:	5144520	SKUID	
Registration Number:	5106782	BESPOKE APPS AT BLAZING SPEED.	
Registration Number:	5106781	BESPOKE UI AT BLAZING SPEED.	
Registration Number:	5106780	BESPOKE UX AT BLAZING SPEED.	
Registration Number:	5140115	INTERFACE FORWARD.	
Registration Number:	5144518	NO CODE. NO KIDDING.	
CORRESPONDENCE DATA			
Fax Number:	3105518741		
<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:	3105518755		
Email:	arobertsonbora@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Suite 4000		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	64686-00062		
NAME OF SUBMITTER:	Mandy Robertson-Bora		

CH \$215.00 6142391

SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	07/03/2023
Total Attachments: 9 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of MARLIN SKUID AGGREGATOR, LP, a Delaware limited partnership, as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

RECITALS:

WHEREAS, SKUID MIDCO, LLC, a Delaware limited liability company (“Holdings”), and **SKUID, INC.**, a Delaware corporation (the “Company”) have entered into the Note Purchase Agreement dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Note Purchase Agreement”), with the Investors party thereto and the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Note Purchase Agreement or the Notes (as defined in the Note Purchase Agreement) or Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Investors to purchase the Notes pursuant to the Note Purchase Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of June 30, 2023 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with

respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all 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, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided, that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THE PROVISIONS CONCERNING GOVERNING LAW, JURISDICTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 9.11 OF THE GUARANTEE AND COLLATERAL AGREEMENT SHALL APPLY TO THIS IP SECURITY AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.

SECTION 6 **Conflict Provision.** This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Note Purchase Agreement, the provisions of the Guarantee and Collateral Agreement or the Note Purchase Agreement, as applicable, shall govern.

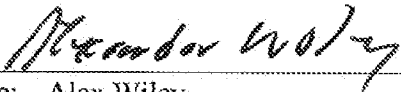
SECTION 7 **Intercreditor Arrangements Governs.** Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Note Purchase Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 **Notice.** Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Transaction Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

SKUID, INC., a Delaware corporation

By: 
Name: Alex Wiley
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008121 FRAME: 0590

MARLIN SKUID AGGREGATOR, LP, a Delaware
limited partnership, as Collateral Agent
By: Marlin Topco GP, LLC
Its: General Partner

By: Az Virji
Name: Az Virji
Title: Senior Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008121 FRAME: 0591

Schedule 1 to IP Security Agreement

COPYRIGHTS

None.

Schedule 2 to IP Security Agreement

TRADEMARKS

See attached.

Serial Number	Reg. Number	Word Mark
87959544	6142391	CREATE WHAT YOU IMAGINE
87516702	5522532	SKUID
86862164	5144520	SKUID
86862086	5106782	BESPOKE APPS AT BLAZING SPEED.
86862071	5106781	BESPOKE UI AT BLAZING SPEED.
86861985	5106780	BESPOKE UX AT BLAZING SPEED.
86862046	5140115	INTERFACE FORWARD.
86861956	5144518	NO CODE. NO KIDDING.

Schedule 3 to IP Security Agreement

PATENTS

None.