

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wescott Technologies, LLC		07/03/2023	Limited Liability Company: GEORGIA
LOCKSTEP HOLDINGS, LLC		07/03/2023	Limited Liability Company: DELAWARE
BridgeTEK Solutions LLC		07/03/2023	Limited Liability Company: SOUTH CAROLINA
Transformyx, LLC		07/03/2023	Limited Liability Company: LOUISIANA
ProComputing Holdings, LLC		07/03/2023	Limited Liability Company: DELAWARE
ProComputing Services, LLC		07/03/2023	Limited Liability Company: DELAWARE
ProComputing, LLC		07/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Live Oak Banking Company		
Street Address:	1741 Tiburon Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5195508	LOCKSTEP	
Registration Number:	4563227	JUSTAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9198382022		
Email:	aforderhase@smithlaw.com		
Correspondent Name:	Anna Forderhase		

CH \$65.00 5195508

Address Line 1: P.O. Box 2611
Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER: Anna Forderhase

SIGNATURE: /s/ Anna Forderhase

DATE SIGNED: 07/07/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 3, 2023 by and between LOCKSTEP HOLDINGS, LLC, a Delaware limited liability company (“**Lockstep**”), WESCOTT TECHNOLOGIES, LLC, a Georgia limited liability company (“**Wescott**”), BRIDGETEK SOLUTIONS LLC, a South Carolina limited liability company (“**BridgeTek**”), TRANSFORMYX, LLC, a Louisiana limited liability company (“**Transformyx**”), PROCOMPUTING HOLDINGS, LLC, a Delaware limited liability company (“**ProComputing Holdings**”), PROCOMPUTING, LLC, a Delaware limited liability company (“**ProComputing**”), and PROCOMPUTING SERVICES, LLC, a Delaware limited liability company (“**ProComputing Services**”; and collectively with Lockstep, Wescott, BridgeTek, Transformyx, ProComputing Holdings and ProComputing, jointly and severally, each a “Borrower” and collectively “Borrowers”; and, alternatively, each a “Grantor” and collectively “Grantors”), and LIVE OAK BANKING COMPANY, a North Carolina banking corporation, in its capacity as administrative agent, collateral agent, and payment agent (together with its successors and assigns in such capacity, “Administrative Agent”) for the Lenders (as defined below).

RECITALS

A. Reference is hereby made to that certain Credit Agreement by and among Administrative Agent, Grantors, the Co-Agent, the lenders party thereto (collectively, the “Lenders”), and the other parties from time to time party thereto dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) and that certain Security Agreement by and among Administrative Agent and the Grantors dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”)

B. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the “Loans”) in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Administrative Agent, for the benefit of the Lenders and Administrative Agent, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantors under the Credit Agreement. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor has granted to Administrative Agent, for the benefit of the Lenders and Administrative Agent, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantors grant and pledge to Administrative Agent, for the benefit of the Lenders and Administrative Agent, a security interest in all of Grantors’ right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to any Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Assets; provided, however, should any Excluded Asset cease to constitute an Excluded Asset at any time, the foregoing security interest shall immediately attach to such property.

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

Following the notification by Grantors of any Grantor obtaining any new Intellectual Property Collateral, Grantors hereby authorize Administrative Agent to modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which any Grantor obtains subsequent to the date of this Agreement. Following any such amendment, Administrative Agent may file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The

provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Termination. Upon payment and performance in full of the Obligations, the security interests created by this Agreement shall terminate and Administrative Agent (at Grantors' expense) shall promptly execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be reasonably necessary to evidence termination of all such security interests given by Grantors to Administrative Agent hereunder, including without limitation cancellation of this Agreement by written notice from Administrative Agent to the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

LOCKSTEP HOLDINGS, LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

WESCOTT TECHNOLOGIES, LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

BRIDGETEK SOLUTIONS LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

TRANSFORMYX, LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

PROCOMPUTING HOLDINGS, LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

PROCOMPUTING, LLC

DocuSigned by:
By: Mahendran Jawaharlal
C3E4F32AF2F845D...
Name: Mahendran Jawaharlal
Title: Authorized Person

Signature Page to Intellectual Property Security Agreement

PROCOMPUTING SERVICES, LLC

DocuSigned by:
Mahendran Jawaharlal
C3E4F32AF2F845D...

By: _____

Name: Mahendran Jawaharlal

Title: Authorized Person

ADMINISTRATIVE AGENT:

LIVE OAK BANKING COMPANY

By: _____

Name: Logan Hutsell

Title: Associate - Closing

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 008126 FRAME: 0753

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
ProComputing, LLC	MOBILE DEVICE STAND, DOCUMENT CAMERA, VISUALIZER AND TRIPOD	D709,896	7/9/2014

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Wescott Technologies, LLC	LOCKSTEP	5195508	05/02/2017
ProComputing, LLC	Justand	4563227	07/08/2014