

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROI Communications LLC		11/14/2022	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87399266	ROI COMMUNICATIONS	
<b>Serial Number:</b>	87293273	ROI COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>			
<b>Phone:</b>	7132266000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>ATTORNEY DOCKET NUMBER:</b>	010997-0313		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	07/24/2023		
<b>Total Attachments: 5</b>			
source=2022-11-14 Project RAB - Trademark Security Agreement (Executed) 010997-0313#page1.tif			
source=2022-11-14 Project RAB - Trademark Security Agreement (Executed) 010997-0313#page2.tif			
source=2022-11-14 Project RAB - Trademark Security Agreement (Executed) 010997-0313#page3.tif			

CH \$65.00 87399266

source=2022-11-14 Project RAB - Trademark Security Agreement (Executed) 010997-0313#page4.tif  
source=2022-11-14 Project RAB - Trademark Security Agreement (Executed) 010997-0313#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2022 (this “**Trademark Security Agreement**”), by ROI Communications LLC, a Massachusetts limited liability company (the “**Grantor**”), in favor of Deerpath Fund Services, LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of November 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to such terms in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: the Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement or any other Loan Document.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

**ROI COMMUNICATIONS LLC**


DocuSigned by:  
*David Sullivan*  
By: \_\_\_\_\_  
Name: David Sullivan  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**DEERPATH FUND SERVICES, LLC,**  
as the Administrative Agent

By:   
Name: Derek Dubois  
Title: Managing Director

**SCHEDULE I**  
**TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
ROI Communications LLC	 The logo features the letters 'ROI' in a large, bold, sans-serif font. The letter 'O' is stylized as a circle containing three vertical bars of varying heights, resembling a bar chart. Below 'ROI', the word 'COMMUNICATIONS' is written in a smaller, all-caps, sans-serif font.	11/07/2017	5328935	Registered
ROI Communications LLC	ROI COMMUNICATIONS	11/07/2017	5326946	Registered