

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824813

<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>
Vocalink, LLC		07/17/2023	Limited Liability Company: DELAWARE
Telelanguage LLC		07/17/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286042	VOCALINK	
<b>Registration Number:</b>	5681649	BE HEARD. BE UNDERSTOOD.	
<b>Registration Number:</b>	5806123	ENERGIZING WELLNESS THROUGH MUTUAL UNDER	
<b>Registration Number:</b>	5943224	VOCALINK GLOBAL	
<b>Serial Number:</b>	97514285	TELELANGUAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2067448		
<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson		

OP \$140.00 4286042

<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	07/17/2023
<b>Total Attachments: 5</b> source=NYO1-#2005689067-v1 Project Pele - Trademark Security Agreement (Executed)#page2.tif source=NYO1-#2005689067-v1 Project Pele - Trademark Security Agreement (Executed)#page3.tif source=NYO1-#2005689067-v1 Project Pele - Trademark Security Agreement (Executed)#page4.tif source=NYO1-#2005689067-v1 Project Pele - Trademark Security Agreement (Executed)#page5.tif source=NYO1-#2005689067-v1 Project Pele - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 17, 2023, is made by Vocalink, LLC, a Delaware limited liability company and Telelanguage LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”), in favor of ANTARES CAPITAL LP, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of July 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided that* “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed signature page to this

Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 4. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 5. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Section 6. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

VOCALINK, LLC

By: Christopher Pesce  
Name: Christopher Pesce  
Title: Secretary

TELELANGUAGE LLC

By: Christopher Pesce  
Name: Christopher Pesce  
Title: Chief Financial Officer

Accepted and Agreed:

ANTARES CAPITAL LP, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008148 FRAME: 0013**

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**VOCALINK, LLC**

By: \_\_\_\_\_  
Name:  
Title:

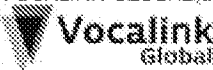
Accepted and Agreed:

**ANTARES CAPITAL LP,**  
as Collateral Agent

By: Joshua Becker  
Name: Joshua Becker  
Title: Duly Authorized Signatory

SCHEDULE A  
TRADEMARKS

**Registered:**

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner	Status
VOCALINK	United States of America	85660502	6/25/2012	4286042	February 5, 2013	Class 41	Vocalink, LLC	Registered/Granted
BE HEARD, BE UNDERSTOOD	United States of America	87681794	11/13/2017	5681649	2/19/2019	Class 41	Vocalink, LLC	Registered/Granted
ENERGIZING WELLNESS THROUGH MUTUAL UNDERSTANDING	United States of America	88241987	12/26/2018	5806123	7/16/2019	Class 41	Vocalink, LLC	Registered/Granted
<small>VOCALINK GLOBAL (and Design)</small> 	United States of America	88458660	6/4/2019	5943224	12/24/2019	Class 41	Vocalink, LLC	Registered/Granted

**Applications:**

Mark	Country	App. No.	App. Date	Class	Owner	Status
TELELANGUAGE	United States of America	97514285	7/21/2022	Class 38	Telelanguage LLC	Application Filed <sup>1</sup>

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<sup>1</sup> Amendment to Allege Use filed on June 2, 2023