

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYPERGIANT, LLC		08/22/2023	Limited Liability Company: DELAWARE
HYPERGIANT INDUSTRIES, INC.		08/22/2023	Corporation: DELAWARE
SOAR TECHNOLOGY, LLC		08/22/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BAIN CAPITAL CREDIT, LP
Street Address:	200 CLARENDON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88241200	TOMORROWING TODAY
Serial Number:	88608951	HYPERGIANT
Serial Number:	88609015	
Serial Number:	98041693	SCENARIO DIRECTOR
Serial Number:	98075689	EPEX

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 617.526.9686

Email: ypan@proskauer.com

Correspondent Name: Kathryn S. Buckley

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 66478.298

TRADEMARK

REEL: 008174 FRAME: 0396

900794896

CH \$140.00 88241200

NAME OF SUBMITTER:	Kathryn S. Buckley
SIGNATURE:	/Kathryn S. Buckley/
DATE SIGNED:	08/22/2023
Total Attachments: 15 source=Forward Slope - IP Security Agreement (Executed)#page1.tif source=Forward Slope - IP Security Agreement (Executed)#page2.tif source=Forward Slope - IP Security Agreement (Executed)#page3.tif source=Forward Slope - IP Security Agreement (Executed)#page4.tif source=Forward Slope - IP Security Agreement (Executed)#page5.tif source=Forward Slope - IP Security Agreement (Executed)#page6.tif source=Forward Slope - IP Security Agreement (Executed)#page7.tif source=Forward Slope - IP Security Agreement (Executed)#page8.tif source=Forward Slope - IP Security Agreement (Executed)#page9.tif source=Forward Slope - IP Security Agreement (Executed)#page10.tif source=Forward Slope - IP Security Agreement (Executed)#page11.tif source=Forward Slope - IP Security Agreement (Executed)#page12.tif source=Forward Slope - IP Security Agreement (Executed)#page13.tif source=Forward Slope - IP Security Agreement (Executed)#page14.tif source=Forward Slope - IP Security Agreement (Executed)#page15.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 22, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by **HYPERGIANT, LLC**, a Delaware limited liability company (“Hypergiant”), **HYPERGIANT INDUSTRIES, INC.**, a Delaware corporation (“Hypergiant Industries”), **SOAR TECHNOLOGY, LLC**, a Delaware limited liability company (“Soar” and together with Hypergiant and Hypergiant Industries, the “Grantors” and, individually, each a “Grantor”) in favor of **BAIN CAPITAL CREDIT, LP**, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to TCFIV FS BUYER LLC, a Delaware limited liability company (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among TCFIV FS PARENT LLC, a Delaware limited liability company, the Borrower, the Lenders from time to time party thereto, and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.10 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby pledges and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- A. all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;
- B. all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;
- D. the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and
- E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “*Collateral*” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Future IP Collateral.* Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule I, Schedule II or Schedule III to include any future IP Collateral and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by Agent to effectuate such amendment, including in form and substance similar to the form attached hereto as Exhibit A.

SECTION 4. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 6. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.21 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of such Grantor, the Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor’s expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.


SECTION 7. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an

executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the day and year first above written.

GRANTORS:


HYPERGIANT GALACTIC SYSTEMS, INC.

By: 
Name: John Hamilton
Title: Vice President

HYPERGIANT INDUSTRIES, INC.

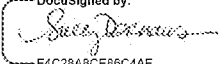
By: 
Name: John Hamilton
Title: Vice President

SOAR TECHNOLOGY, LLC

By: 
Name: John Hamilton
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Agent

DocuSigned by:

By: _____
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
“Tomorrowing Today”	88241200	12/25/2018	5987632	02/18/2020	Hypergiant, LLC
“Hypergiant”	88608951	9/9/2019	6023933	3/31/2020	Hypergiant Industries, Inc.
(Rocketship Logo)	88609015	9/9/2019	6023937	3/31/2020	Hypergiant Industries, Inc.
“Scenario Director”	98041693	6/14/2023	N/A	N/A	Soar Technology, Inc.
“EpEx”	98075689	7/7/2023	N/A	N/A	Soar Technology, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent (Publication) Number</u>	<u>Patent (Publication) Date</u>	<u>Record Owner</u>
Helmet Projector System for Virtual Display	17/446,178	8/27/2021	2023/0087172	3/23/2023	Hypergiant Industries, Inc. and Hypergiant, LLC

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.

Schedule III

TRADEMARK
REEL: 008174 FRAME: 0405

EXHIBIT A

[FORM OF]
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement Supplement”), by [●] (**[each, a][the]** “**Grantor**”) in favor of BAIN CAPITAL CREDIT, LP, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to TCFIV FS BUYER LLC, a Delaware limited liability company (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among TCFIV FS PARENT LLC, a Delaware limited liability company, the Borrower, the Lenders from time to time party thereto, and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.10 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the [Grantor][Grantors] and the Agent have entered into that certain Intellectual Property Security Agreement, dated as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of [such][the] Grantor (collectively, the “Additional IP Collateral”; provided, however, that notwithstanding anything to the contrary in this IP Security Agreement Supplement, the Additional IP Collateral shall not include any Excluded Asset):

- A. all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;
- B. all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;

Exhibit A

TRADEMARK
REEL: 008174 FRAME: 0406

D. the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by [each] [the] relevant Grantor hereunder shall be automatically released and [each] [the] relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.21 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of [such][the] Grantor, the Agent shall promptly execute (if applicable) and deliver to [such][the] Grantor, at [such][the] Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Agent (other than as to the Agent's authority to execute and deliver such documents). The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This IP Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and

Exhibit A

TRADEMARK
REEL: 008174 FRAME: 0407

delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

Exhibit A

TRADEMARK
REEL: 008174 FRAME: 0408

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●], as a Grantor

By: _____
Name: [●]
Title: [●]

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Agent

By: _____
Name:
Title:

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent (Publication) Number</u>	<u>Patent (Publication) Date</u>	<u>Record Owner</u>

Schedule II

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>

Schedule III