

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RP Enterprise Solutions, LLC		08/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97937542	TB CUSTOMER RELATIONS	
Serial Number:	97937543	TB CUSTOMER RELATIONS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O Jessica bajada-bart		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	029217-0424		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	08/22/2023		
Total Attachments: 7			
source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page1.tif			
source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page2.tif			
source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page3.tif			

OP \$65.00 97937542

source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page4.tif

source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page5.tif

source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page6.tif

source=MBI - TL Trademark Security Agreement [Executed](144401066.1)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of August 22, 2023 by **RISING PHOENIX HOLDINGS CORPORATION**, a Delaware corporation and **RP ENTERPRISE SOLUTIONS, LLC**, a Delaware limited liability company (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **UBS AG, STAMFORD BRANCH**, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of December 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein without definition have the meanings given to them (including by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title, and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed with the United States Patent and Trademark Office, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (a) all goodwill connected with the use thereof and symbolized thereby;
- (b) all claims for, and rights to sue for, past, present and future infringements, dilutions or other violations of any of the foregoing; and
- (c) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement or dilution thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 to the extent of the conflict.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY 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 TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

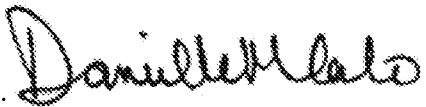
RISING PHOENIX HOLDINGS CORPORATION,
as a Grantor


By: 
Name: Thomas J. Campbell
Title: Chairman

RP ENTERPRISE SOLUTIONS, LLC,
as a Grantor

By: 
Name: Thomas J. Campbell
Title: Chairman


Accepted and Agreed:
UBS AG, STAMFORD BRANCH,
as Collateral Agent


By: 
Name: Danielle Calo
Title: Associate Director

By: 
Name: Peter Hazoglou
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	APP NO. FILE DATE	REG NO. REG DATE	OWNER	Status
DISASTER RECOVERY ROUNDTABLE	USA	87172948 9/15/2016	5143741 2/14/2017	Rising Phoenix Holdings Corporation	Registered (Supplemental Register)
DISASTER RECOVERY ROUNDTABLE	USA	97767219 1/25/2023		Rising Phoenix Holdings Corporation	Application Pending
DISASTER RECOVERY TODAY	USA	77559244 8/29/2008	3622216 5/19/2009	Rising Phoenix Holdings Corporation	Registered
MOSAIC ACCOUNTING	USA	77323553 11/7/2007	4573977 7/29/2014	Rising Phoenix Holdings Corporation	Registered
Phoenix Logo 	USA	87769126 1/24/2018	5807739 7/16/2019	Rising Phoenix Holdings Corporation	Registered
Phoenix Logo 	USA	87788015 2/7/2018	5807767 7/16/2019	Rising Phoenix Holdings Corporation	Registered
RISING PHOENIX HOLDINGS CORPORATION and Design 	USA	87828361 3/9/2018	6533038 10/26/2021	Rising Phoenix Holdings Corporation	Registered

Mark	Jurisdiction	APP NO. FILE DATE	REG NO. REG DATE	OWNER	Status
RISING PHOENIX HOLDINGS CORPORATION and Design 	USA	87828366 3/9/2018	5829677 8/6/2019	Rising Phoenix Holdings Corporation	Registered
TIDAL BASIN	USA	87260438 12/7/2016	5240946 7/11/2017	Rising Phoenix Holdings Corporation	Registered
TIDAL BASIN CARIBE	USA	88673034 10/29/201 9	6262741 2/2/2021	Rising Phoenix Holdings Corporation	Registered
TIDAL BASIN GROUP	USA	87078770 6/21/2016	5231009 6/27/2017	Rising Phoenix Holdings Corporation	Registered
TOTAL SOLUTION	USA	77323574 11/7/2007	3653107 7/14/2009	Rising Phoenix Holdings Corporation	Registered
Wave Design (bw)	USA	87397630 4/4/2017	5316345 10/24/2017	Rising Phoenix Holdings Corporation	Registered
Wave Design (color)	USA	87397627 4/4/2017	5328823 11/7/2017	Rising Phoenix Holdings Corporation	Registered
BE STRONGER THAN BEFORE	USA PENDING	97897579 4/19/2023		Rising Phoenix Holdings Corporation	Application Pending
BE STRONGER THAN BEFORE	USA PENDING	97897581 4/19/2023		Rising Phoenix Holdings Corporation	Application Pending

Mark	Jurisdiction	APP NO. FILE DATE	REG NO. REG DATE	OWNER	Status
Globe Logo (color with white background)	USA PENDING	97880639 4/10/2023		Rising Phoenix Holdings Corporation	Application Pending
Globe Logo (color with white background)	USA PENDING	97880643 4/10/2023		Rising Phoenix Holdings Corporation	Application Pending
Globe Logo (no color claim)	USA PENDING	97880646 4/10/2023		Rising Phoenix Holdings Corporation \ 	Application Pending
Globe Logo (no color claim)	USA PENDING	97880648 4/10/2023		Rising Phoenix Holdings Corporation	Application Pending
TIDAL BASIN	USA PENDING	97880650 4/10/2023		Rising Phoenix Holdings Corporation	Application Pending
TIDAL BASIN	USA PENDING	97880654 4/10/2023		Rising Phoenix Holdings Corporation	Application Pending
TB CUSTOMER RELATIONS	USA PENDING	97937542 5/15/2023		RP Enterprise Solutions, LLC	Application Pending
TB CUSTOMER RELATIONS	USA PENDING	97937543 5/15/2023		RP Enterprise Solutions, LLC	Application Pending