

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM845933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Right Networks, LLC		11/04/2019	Limited Liability Company: NEW HAMPSHIRE
Built Right Networks, LLC		11/04/2019	Limited Liability Company: NEW HAMPSHIRE
XCloud, LLC		11/04/2019	Limited Liability Company: DELAWARE
Right Labs, LLC		11/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services, LLC, as administrative and collateral agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4253733	THE RIGHT WAY TO THE CLOUD	
Registration Number:	4263782	HYPERRIGHT	
Registration Number:	3274335	XCENTRIC	
Registration Number:	4891426	TRANSACTION PRO	
Registration Number:	4261507	AUTOFY	
Serial Number:	88530456	RIGHT NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		

CH \$165.00 4253733

Address Line 4: New York, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	BVK-143-001
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	10/13/2023
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 4, 2019 (this “**Trademark Security Agreement**”), by Right Networks, LLC, a New Hampshire limited liability company, Built Right Networks, LLC, a New Hampshire limited liability company, XCloud, LLC, a Delaware limited liability company and Right Labs, LLC, a Delaware limited liability company (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Crescent Agency Services LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of November 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the 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 such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

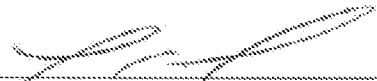
SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

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. Delivery by facsimile or other electronic communication 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 10.16, 10.17 and 10.18 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.

[Signature pages follow]

RIGHT NETWORKS, LLC,
as a Grantor

By: 
Name: Michael Dionne
Title: Chief Financial Officer

BUILT RIGHT NETWORKS, LLC,
as a Grantor

By: 
Name: Michael Dionne
Title: Chief Financial Officer

XCLOUD, LLC,
as a Grantor

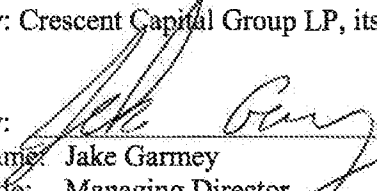
By: 
Name: Michael Dionne
Title: Chief Financial Officer


RIGHT LABS, LLC,
as a Grantor

By: 
Name: Michael Dionne
Title: Chief Financial Officer

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Jake Garney
Title: Managing Director

By: 
Name: Brian Ferguson
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
Right Networks, LLC	The Right Way to the Cloud	12/4/12	4253733
Right Networks, LLC	HyperRight	12/25/12	4263782
Built Right Networks, LLC	Right Networks	N/A	N/A
XCloud, LLC	Xcentric	8/7/07	3274335
Right Labs, LLC	Transaction Pro	1/26/16	4891426
Right Labs, LLC	Autofy	12/18/12	4261507

Applications:

Owner	Mark/Name	Application Date	Serial No.
Built Right Networks, LLC	Right Networks	7/23/19	88530456