# OP \$65.00 6899113

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM847497

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Experlogix, LLC		10/20/2023	Limited Liability Company: NEVADA

### **RECEIVING PARTY DATA**

Name:	East West Bank		
Street Address:	135 N. Los Robles Ave., 7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	banking corporation: CALIFORNIA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6899113	E
Registration Number:	4563093	EXPERLOGIX

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637867

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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2:55 E Monroe St., Ste 3300Address Line 4:Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7562.024
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/20/2023

**Total Attachments: 5** 

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2023, is made by EXPERLOGIX, LLC, a Nevada limited liability company ("Grantor"), in favor of EAST WEST BANK, as Lender (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, the other Loan Parties from time to time party thereto, and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to the Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
  - (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
    - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, royalties, damages, proceeds and payments at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary set forth herein, the term "Trademark Collateral" shall not include Excluded Property.

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- Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Intellectual Property licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Authorization To Supplement.</u> If Grantor shall obtain rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application, the provisions of this Trademark Security Agreement shall automatically apply thereto.
- Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- <u>Section 7.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

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.

EXPERLOGIX, LLC, a Nevada limited liability company, as Grantor

By: Experlogix Holdings, Inc., its Manager

By: W 1 A

Name: William J. Fox, III

Title: President and Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

EAST WEST BANK, as Lender

Name: Eric Chico

Title: Senior Vice President

# SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Grantor	MARK	SERIAL NUMBER	STATUS	REGISTRATIO N NUMBER	REGIS. DATE
Experlogix, LLC	E	97063371	Registered	6899113	11/15/22
Experlogix, LLC	EXPERLOGIX	86104320	Registered	4563093	7/08/14

**RECORDED: 10/20/2023** 

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