

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNN Analytics, Inc.	FORMERLY SNN Analytics LLC	10/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P.		
Street Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5509788	HELLOGM	
Registration Number:	6255048	EMPOWERING HOTELIERS WITH DATA SCIENCE	
Serial Number:	97819946	HELLOPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-881-4458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird; Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	584519		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	10/24/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2023 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CRESTLINE DIRECT FINANCE, L.P., as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of September 30, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among MYDIGITALOFFICE HOLDINGS, INC., a Delaware corporation, as the Borrower, CHP PRISM INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, as Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Crestline Direct Finance, L.P., as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement dated as of September 30, 2022, in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) 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 IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule I 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, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

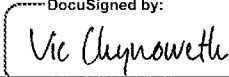
Applicable Law. This Trademark Security Agreement, the rights and obligations of the parties hereto, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Security Agreement, or the negotiation, execution or performance of this Trademark Security Agreement (including any claims or causes of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Security Agreement, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to any laws, rules or provisions of the State of New York that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

SNN ANALYTICS, INC.,
as Grantor

DocuSigned by:

By: 
Name: Vic Chynoweth
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008235 FRAME: 0987

ACCEPTED AND AGREED
as of the date first above written:

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:
By: 
Name: Chris Semple
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<u>Name</u>	<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration/ Serial Number</u>	<u>Date Filed/ Issued</u>	<u>Expiration</u>
HelloGM	SNN Analytics, Inc.	USA	Serial No. 97819946 Registration No. 5509788	Filed – June 27, 2017 Issued – July 3, 2018	July 3, 2024
Empowering Hoteliers With Data Science	SNN Analytics LLC	USA	Serial No. 88845756 Registration No. 6255048	Filed – March 24, 2020 Issued – January 26, 2021	January 26, 2027

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration/ Serial Number</u>	<u>Date Filed/ Issued</u>	<u>Expiration</u>	<u>Status</u>
HelloPay	SNN Analytics, Inc.	USA	Serial No. 97819946	Filed - March 2, 2023	Application pending	Awaiting examination