

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IRONEDGE GROUP, LTD.		10/31/2023	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEERPATH FUND SERVICES, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87373508	EVERYONE DESERVES GREAT EXPERIENCES	
<b>Serial Number:</b>	87373494	IRONEDGE	
<b>Serial Number:</b>	77833770	BACKUPIRON	
<b>Serial Number:</b>	77833794	EMAILEDGE	
<b>Serial Number:</b>	77834498	IRONEDGE	
<b>Serial Number:</b>	77813540	MANAGEDIRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>			
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	11/02/2023		
<b>Total Attachments: 6</b>			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2023, is made by IronEdge Group, Ltd., a Texas limited partnership (the “Grantor”), in favor of Deerpath Fund Services, LLC, (“Deerpath”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2023 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among ProVelocity Holding Company, LLC, a Delaware limited liability company, ProVelocity Intermediate, LLC, a Delaware limited liability company (the “Company”), the other Borrowers (as defined in the Credit Agreement) from time to time party thereto, the financial institutions from time to time party thereto, as lenders (the “Lenders”), and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of October 31, 2023 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Agent, to guarantee the Guaranteed Obligations of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks included in the Collateral, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto; *provided, however* that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; *provided, further*, that upon such filing and acceptance by the United

States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(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, 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 the foregoing Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. [Reserved].

Section 5. 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.

Section 6. Governing Law. The laws of the State of New York, without regard to conflict of law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law), shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 7. Release and Termination. At the time provided in Section 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the

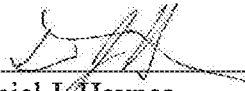
Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination at the sole cost and expense of the Grantor.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

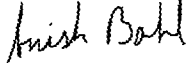
Very truly yours,

**IRONEDGE GROUP, LTD.,**  
a Texas limited partnership,  
as Grantor

By:   
Name: Daniel J. Haynes  
Title: Vice President and Treasurer

**ACCEPTED AND AGREED**  
as of the date first above written:

**DEERPATH FUND SERVICES, LLC,**  
as Agent



By: \_\_\_\_\_

Name: Anish Bahl

Title: Chief Financial Officer

**Schedule 1**

**Trademarks**

<b>Registered Trademark - ®</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registered Date</b>	<b>Company Name</b>
EVERYONE DESERVES GREAT EXPERIENCES	87373508	5310374	10/17/2017	IronEdge Group, Ltd.
IRONEDGE	87373494	5310373	10/17/2017	IronEdge Group, Ltd.
BACKUPIRON	77833770	3946693	04/19/2011	IronEdge Group, Ltd.
EMAILEDGE	77833794	3852486	09/28/2010	IronEdge Group, Ltd.
IRONEDGE	77834498	3852496	09/28/2010	IronEdge Group, Ltd.
MANAGEDIRON	77813540	3771302	04/06/2010	IronEdge Group, Ltd.