

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGEQUIX, LLC		11/07/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Administrative Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5465797	BLU PRINT	
Registration Number:	5176891	WAY SMARTER	
Registration Number:	4732758	CAPTURELIFE	
Registration Number:	5005230	SMART TAG	
Registration Number:	4399958	IMAGEQUIX	
Registration Number:	4403097	IMAGEQUIX IQ	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0085		
NAME OF SUBMITTER:	Gayle D. Grocke		

CH \$165.00 5465797

SIGNATURE:	/gdg/
DATE SIGNED:	11/07/2023
Total Attachments: 6 source=ImageQuix - Trademark Security Agreement [Executed]#page1.tif source=ImageQuix - Trademark Security Agreement [Executed]#page2.tif source=ImageQuix - Trademark Security Agreement [Executed]#page3.tif source=ImageQuix - Trademark Security Agreement [Executed]#page4.tif source=ImageQuix - Trademark Security Agreement [Executed]#page5.tif source=ImageQuix - Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 7, 2023 (this “**Trademark Security Agreement**”), by ImageQuix, LLC, a South Carolina limited liability company and PhotoLynx, LLC, a Delaware limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative 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: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

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

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means 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 10.15 and 10.16 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.

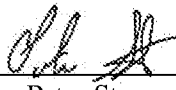
[Signature pages follow]

GRANTORS:

**IMAGEQUIX, LLC
PHOTOLYNX, LLC**


DocuSigned by:
Amy Steadman
By: _____
Name: Amy Steadman
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC,
as the Administrative Agent

By:  _____
Name: Peter Stern
Title: Authorized Person

Schedule I
Trademark Registrations and Use Applications

Owner	Mark/Name	Registration No.
PhotoLynx, LLC	PLi PLI	Reg 5176489
PhotoLynx, LLC	TRACKLYNX TRACKLYNX Cross References: TRACK LINKS	Reg 4968013
PhotoLynx, LLC	RIPLYNX! RIPLYNX! Cross References: RIPLYNX	Reg 4967992
PhotoLynx, LLC	PLIC PLIC	Reg 4901150
PhotoLynx, LLC	 Design Only	Reg 5170458
ImageQuix, LLC	BLUEPRINT BLU PRINT Cross References: BLUEPRINT	Reg 5465797
ImageQuix, LLC	WAY SMARTER WAY SMARTER	Reg 5176891
ImageQuix, LLC	CaptureLife CAPTURELIFE Cross References: CAPTURE LIFE	Reg 4732758
PhotoLynx, LLC	PLIC EXPERIENCE PLIC EXPERIENCE	Reg 5445123
ImageQuix, LLC	SMART TAG SMART TAG	Reg 5005230
PhotoLynx, LLC	MR. GRAY MR. GRAY Cross References: MISTER GRAY	Reg 3082817
PhotoLynx, LLC	CAMLYNX Cross References: CAMLINKS	Reg 2612325
PhotoLynx, LLC	PHOTOLYNX Cross References: PHOTO LYNX, PHOTO LINKS	Reg 2380901

PhotoLynx, LLC	FLOW FLOW	Reg 3990557
PhotoLynx, LLC	ProofMyClass PROOF MYCLASS Cross References: PROOF MY CLASS	Reg 3791296
IMAGEQUIX, LLC	IMAGEQUIX IMAGEQUIX Cross References: IMAGE QUICK	Reg 4399958
IMAGEQUIX, LLC	imagequix  IMAGEQUIX IQ Cross References: IMAGE QUICK IQ	Reg 4403097