

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mainline Information Systems, LLC (f/k/a Mainline Information Systems, Inc.)		11/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILVER POINT FINANCE, LLC, as Administrative Agent and Collateral Agent		
Street Address:	2 Greenwich Plaza, 1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3470839	MAINLINE INFORMATION SYSTEMS	
Registration Number:	3453750	MAINLINE INFORMATION SYSTEMS	
Registration Number:	4138224	DISCOVERY WORKSHOP	
Registration Number:	4494458	MAINLINE DISASTER RECOVERY SERVICES	
Registration Number:	4500941	MAINLINE DIGITAL VIDEO SECURITY	
Registration Number:	5471136	LEARNING WITH LATTES	
Registration Number:	6054777	MAINLINE RTP	
Registration Number:	6054776	MAINLINE RTP	
Serial Number:	97581349	MAINLINE	
Serial Number:	97908666	AXCELINNO	
Serial Number:	97910098	AXCELINNO	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		

OP \$290.00 3470839

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2181543 TM

NAME OF SUBMITTER: Dahlia Gottlieb

SIGNATURE: /Dahlia Gottlieb/

DATE SIGNED: 11/17/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Mainline Information Systems, LLC, a Delaware limited liability company (f/k/a Mainline Information Systems, Inc.) (“**Grantor**”) in favor of SILVER POINT FINANCE, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees 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 meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 8. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, will be subject in all respects to the provisions of any

Intercreditor Agreement. In the event of any conflict between the terms of the any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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.

MAINLINE INFORMATION SYSTEMS, LLC,
as a Grantor

DocuSigned by:



By: _____

Name: Jeffrey A. Dobbelaere

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SILVER POINT FINANCE, LLC,
as Administrative Agent and Collateral Agent

By: _____

Name:

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008262 FRAME: 0459

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Mainline Information Systems, Inc.	MAINLINE INFORMATION SYSTEMS (name)	3470839	July 22, 2008
Mainline Information Systems, Inc.	MAINLINE INFORMATION SYSTEMS AND DESIGN (logo)	3453750	June 24, 2008
Mainline Information Systems, Inc.	DISCOVERY WORKSHOP (phrase)	4138224	May 8, 2012
Mainline Information Systems, Inc.	MAINLINE DISASTER RECOVERY SERVICES, LLC AND DESIGN (logo)	4494458	March 11, 2014
Mainline Information Systems, Inc.	MAINLINE DIGITAL VIDEO SECURITY, LLC AND DESIGN (logo) – (excluded)	4500941	March 25, 2014
Mainline Information Systems, Inc.	LEARNING WITH LATTES	5471136	May 15, 2018
Mainline Horizons, LLC ¹	MAINLINE RTP (NAME)	6054777	May 12, 2020
Mainline Horizons, LLC ²	MAINLINE RTP AND DESIGN (logo)	6054776	May 12, 2020
Mainline Information Systems, Inc.	MAINLINE INFORMATION SYSTEMS (name)	TMA788371	January 24, 2011

TRADEMARK APPLICATIONS

¹ Note: Ownership to change to Mainline Information Systems at closing.

² Note: Ownership to change to Mainline Information Systems at closing.

Grantor	Mark	Application No.	Application Date
Mainline Information Systems, Inc.	MAINLINE (name)	97 / 581349	September 7, 2022
Mainline Horizons, LLC ³	AXCELINNO (name)	97 / 908666	April 26, 2023
Mainline Horizons, LLC ⁴	AXCELINNO AND DESIGN (logo)	97 / 910098	April 27, 2023

³ Note: Ownership to change to Mainline Information Systems at closing.

⁴ Note: Ownership to change to Mainline Information Systems at closing.