

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854885

<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>
FUSIONSITE CHARLOTTE LLC		11/17/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2426712		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	17044933657		
<b>Email:</b>	mmcgill@kslaw.com		
<b>Correspondent Name:</b>	Maggie McGill		
<b>Address Line 1:</b>	300 S. Tryon, Ste 1700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Maggie McGill		
<b>SIGNATURE:</b>	/Maggie McGill/		
<b>DATE SIGNED:</b>	11/20/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 17, 2023 (the “*Agreement*”), by and between FUSIONSITE CHARLOTTE LLC, a Delaware limited liability company (“*Debtor*”), and ALTER DOMUS (US) LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with any successors in such capacities under the Loan Agreement, “*Secured Party*”) for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor and the other guarantors from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “*Guarantors*”), FUSIONSITE MIDCO LLC, a Delaware limited liability company (the “*Company*”), and the other borrowers from time to time party to the Loan Agreement (collectively with the Company, the “*Borrowers*”), the lenders from time to time party to the Loan Agreement (collectively, the “*Lenders*”), and Secured Party have entered into that certain Loan Agreement dated as of November 17, 2023 (as amended, restated, or supplemented from time to time, the “*Loan Agreement*”);

**WHEREAS**, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of November 17, 2023 (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), pursuant to which, among other things, Debtor has granted a lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and the ratable benefit of Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for its benefit and the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its registered Copyrights and applications of registration of Copyrights referred to on *Schedule 1* hereto;

(b) all of its registered Patents and applications of registration of Patents referred to on *Schedule 1* hereto;

(c) all of its registered Trademarks and applications for registration of Trademarks referred to on *Schedule 1* hereto, together with (i) all common law rights associated with the foregoing, (ii) all rights of priority associated with the foregoing, and (iii) all goodwill associated therewith or symbolized thereby;

(d) all reissues, continuations, divisional, renewals or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office and/or United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party for its benefit and the ratable benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligations, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

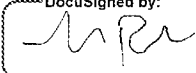
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

**DEBTOR:**

**FUSIONSITE CHARLOTTE LLC**  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Newt Pate  
Title: Chief Executive Officer

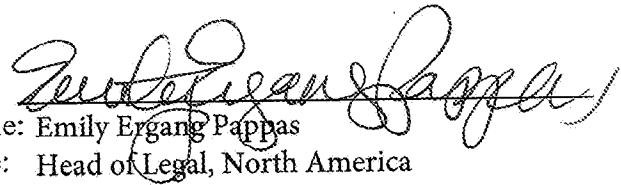
**SECURED PARTY:**

**ALTER DOMUS (US) LLC,**  
a Delaware limited liability company,  
as Collateral Agent

By:

Name: Emily Ergang Pappas

Title: Head of Legal, North America


A handwritten signature in black ink, appearing to read "Emily Ergang Pappas", written over a horizontal line.

**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**

***Patents***

None.

***Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks***

Mark	Reg. No.	Serial No.	Country
	2426712	75/871,804	USA

***Registered Copyrights, Applications for Registration of Copyrights and Exclusive Copyright Licenses***

None.

[SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]