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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impact Unlimited, Inc.		12/14/2023	Corporation: NEW JERSEY
Peak IXM Holdings Inc.		12/14/2023	Corporation: DELAWARE
On Location, Inc.		12/14/2023	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC	
Street Address:	875 Third Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	98059770	MOREVENTS
Serial Number:	98059776	MOREVENTS
Serial Number:	98014062	XBI
Registration Number:	5193975	IMPACT XM
Serial Number:	98058905	
Serial Number:	98059054	PEAK TECHNOLOGIES
Registration Number:	3001023	ON LOCATION
Registration Number:	2155153	ON LOCATION

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

Phone: 212-756-2132

Email: trademarks@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

TRADEMARK
REEL: 008289 FRAME: 0490

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ATTORNEY DOCKET NUMBER: 014951-2216			
NAME OF SUBMITTER:	Scott Kareff (014951-2216)		
SIGNATURE:	/EC FOR SK/		
DATE SIGNED: 12/15/2023			
Total Attachments: 4			
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TRADEMARK REEL: 008289 FRAME: 0491

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of December 14, 2023, by Impact Unlimited, Inc., a New Jersey corporation, Peak IXM Holdings Inc., a Delaware corporation, and On Location, Inc., a New Jersey corporation (each a "<u>Grantor</u>" and collectively, the "Grantors"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, each Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Current Trademarks");

WHEREAS, each Grantor may hereafter acquire right, title or interest in and to additional trademarks and service marks that are registered or applied for in the United States Patent and Trademark Office (the "<u>Hereafter Acquired Trademarks</u>" and together with the Current Trademarks, the "<u>Trademarks</u>");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated December 14, 2023 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee, as the Collateral Agent for itself and the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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.

[Remainder of page intentionally left blank; signature page follows.]

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TRADEMARK REEL: 008289 FRAME: 0493

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

IMPACT UNLIMITED, INC.,

a New Jersey corporation, as Grantor

By:

Name: Jared Pollacco

Title: Chief Executive Officer

PEAK IXM HOLDINGS, INC.,

a Delaware corporation, as Grantor

By:

Name: Jared Pollacco

Title: Chief Executive Officer

ON LOCATION, INC.,

a New Jersey corporation, as Grantor

By:

Name: Jared Pollacco

Title: Chairman

SCHEDULE A TRADEMARKS

Company	Country	<u>Trademark</u>	Application or Registration No.	Filing Date	Registration Date	Assigne es
Impact Unlimited, Inc.	United States	MOREVENTS	98059770	June 26, 2023	-	N/A
Impact Unlimited, Inc.	United States	MOREVENTS	98059776	June 26, 2023	-	N/A
Impact Unlimited, Inc.	United States	xBI	98014062	May 25, 2023	-	N/A
Impact Unlimited, Inc.	United States	IMPACT XM	5193975	January 29, 2016	May 2, 2017	N/A
Peak IXM Holdings Inc.	United States		98058905	June 26, 2023	-	N/A
Peak IXM Holdings Inc.	United States	PEAK TECHNOLOGIES	98059054	June 26, 2023	-	N/A
On Location, Inc.	United States	ON LOCATION	3001023	January 29, 2004	September 27, 2005	N/A
On Location, Inc.	United States	ON LOCATION	2155153	May 4, 1995	May 5, 1998	N/A

RECORDED: 12/15/2023

TRADEMARK REEL: 008289 FRAME: 0495