

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Security Limited		11/30/2023	PRIVATE COMPANY LIMITED BY SHARES: ENGLAND
RECEIVING PARTY DATA			
Name:	Blue Torch Finance, LLC		
Street Address:	150 East 58th Street, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90510571	TOTALAV	
Serial Number:	97318172	TOTALAV	
Serial Number:	97318184	TOTALAV	
Serial Number:	98121870	TOTALSECURITY	
Serial Number:	98121897	TOTALSECURITY	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	2125065150		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	54683.2		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	12/15/2023		

CH \$140.00 90510571

Total Attachments: 6

source=Avance - Trademark Security Agreement#page1.tif

source=Avance - Trademark Security Agreement#page2.tif

source=Avance - Trademark Security Agreement#page3.tif

source=Avance - Trademark Security Agreement#page4.tif

source=Avance - Trademark Security Agreement#page5.tif

source=Avance - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 30, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Total Security Limited (formerly known as Protected.net Group Limited), a company organized and registered under the laws of England and Wales (the “*Grantor*”) in favor of Blue Torch Finance, LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Collateral Agent*”).

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance, as the case may be, in full of the Obligations, hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, company names, trade styles, trade dress, logos, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. The Grantor agrees to cooperate as reasonably requested by the Collateral Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the

Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

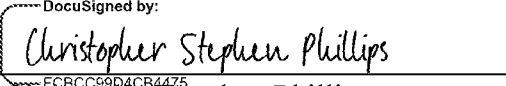
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOTAL SECURITY LIMITED, as Grantor

By: 
Name: Christopher Stephen Phillips
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008289 FRAME: 0748

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
TOTALAV	US	90510571	4-Feb-21	6618804	18-Jan-22	Protected.net Group Limited
TOTALAV	US	97318172	17-Mar-22	7046987	9-May-23	Protected.net Group Limited
TOTALAV	US	97318184	17-Mar-22	7046990	9-May-23	Protected.net Group Limited
TOTALSECURITY	US	98121870	8-Aug-23			Protected.net Group Limited
TOTALSECURITY	US	98121897	8-Aug-23			Protected.net Group Limited

Non-U.S. Trademarks and Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
TOTALAV	UK	3539219	30-Sep-20	3539219	22-Jan-21	Protected.net Group Limited
TOTAL AV	UK	3623404	8-Apr-21	3623404	31-Dec-21	Protected.net Group Limited
TotalAV	UK	3629347	20-Apr-21	3629347	19-Nov-21	Protected.net Group Limited
TOTAL AV	UK	3826573	5-Sep-22	3826573	2-Dec-22	Protected.net Group Limited
TOTALSECURITY	UK	3919120	5-Jun-23	3919120	8-Sep-23	Protected.net Group Limited
TOTALSECURITY	UK	3919117	5-Jun-23			Protected.net Group Limited
TotalAV	EU	18315769	30-Sep-20	18315769	19-Feb-21	Protected.net Group Limited
TOTAL AV	EU	18573611	8-Oct-21	18573611	5-Feb-22	Protected.net Group Limited
TOTAL AV	EU	18756378	5-Sep-22			Protected.net Group Limited
TotalAV	EU	18756379	5-Sep-22			Protected.net Group Limited
TOTAL AV	EU	18756380	5-Sep-22			Protected.net Group Limited

Schedule A

4127-2432-5965

RECORDED: 12/15/2023

TRADEMARK
REEL: 008289 FRAME: 0750