

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873097

<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>
PURVIEW SOLUTIONS LLC		01/31/2024	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST MERCHANTS BANK		
<b>Street Address:</b>	10333 N. Meridian Street, Suite 350		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46290		
<b>Entity Type:</b>	Financial Institution: INDIANA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7129515	E	
<b>Serial Number:</b>	97020557	ESOFT	
<b>Serial Number:</b>	97911797	KIND	
<b>Serial Number:</b>	97909749	E-100R	
<b>Serial Number:</b>	97909784	E-200R	
<b>Serial Number:</b>	97909725	E-1000	
<b>Serial Number:</b>	97909735	E-1000UV	
<b>Serial Number:</b>	97909787	E-3000	
<b>Serial Number:</b>	97909794	E-3000UV	
<b>Serial Number:</b>	97909759	E-2000	
<b>Serial Number:</b>	97909770	E-2000UV	
<b>Serial Number:</b>	97909804	E-300R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	3172361313		
<b>Email:</b>	dwong@btlaw.com		
<b>Correspondent Name:</b>	David A.W. Wong		

OP \$315.00 7129515

**Address Line 1:** 11 South Meridian Street  
**Address Line 4:** Indianapolis, INDIANA 46204-3535

**ATTORNEY DOCKET NUMBER:** 18298-108

**NAME OF SUBMITTER:** David A.W. Wong

**SIGNATURE:** /dwong/

**DATE SIGNED:** 02/01/2024

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), is dated as of January 31, 2024, by PURVIEW SOLUTIONS LLC, a Florida limited liability company (“**Grantor**”), in favor of FIRST MERCHANTS BANK, an Indiana bank (“**Bank**”).

### WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral (as defined below);

WHEREAS, Grantor, the other Obligors party thereto, and Bank are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to which, among other things, Bank has agreed to make loans and other financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things, Grantor enter into this Agreement in order to confirm the grant of a security interest in the Trademark Collateral in favor of Bank to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Bank, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby affirms the grant to Bank, pursuant to the terms of the Security Agreement, of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all Trademarks and trademark applications owned by Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and trademark application; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark application, or (ii) injury to the goodwill associated with any such Trademark or trademark application.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United States Patent and Trademark Office, the trademark or service mark

that was subject to such Intent to Use Application shall be a Trademark or trademark application hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days (or such later date as agreed to by Bank in its sole discretion) of registration thereof.


3. SECURITY AGREEMENT. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without reference to principles of conflicts of law.

*[Signature page follows]*

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.

PURVIEW SOLUTIONS LLC

By:   
Name: Tom Shaw  
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By: \_\_\_\_\_  
Name: Cameron Gerst  
Title: Vice President

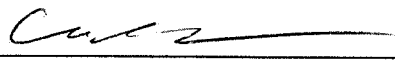
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PURVIEW SOLUTIONS LLC

By: \_\_\_\_\_  
Name: Tom Shaw  
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

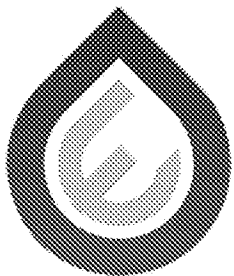



FIRST MERCHANTS BANK

By:  \_\_\_\_\_  
Name: Cameron Gerst  
Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008335 FRAME: 0401**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT<sup>1</sup>

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
<p>“E” – illustration;</p> <p>The mark consists of a blue water droplet with a green “E” in the center on a white background.</p> <p>The color(s) blue, white, and green is/are claimed as a feature of the mark.</p> 	Serial No. 97909794		Reg. No. 7129515	
<p>“eSoft” – standard character mark</p> 	Serial No. 97020557			
<p>“Kind” – standard character mark</p> 	Serial No. 97911797			
<p>“E-100R” – standard character mark</p> 	Serial No. 97909749			
<p>“E-200R” – standard character mark</p>	Serial No. 97909784			

<sup>1</sup> NTD: Borrower to complete

<p><b>E-200R</b></p>				
<p>“E-1000” – standard character mark</p> <p><b>E-1000</b></p>	<p>Serial No. 97909725</p>			
<p>“E-1000UV” – standard character mark</p> <p><b>E-1000U</b></p>	<p>Serial No. 97909735</p>			
<p>“E-3000” – standard character mark</p> <p><b>E-3000</b></p>	<p>Serial No. 97909787</p>			
<p>“E-3000UV” – standard character mark</p> <p><b>E-3000U</b></p>	<p>Serial No. 97909794</p>			
<p>“E-2000” – standard character mark</p> <p><b>E-2000</b></p>	<p>Serial No. 97909759</p>			
<p>“E-2000UV” – standard character</p>	<p>Serial No.</p>			



mark <b>E-2000U</b>	97909770			
“E-300R” – standard character mark <b>E-300R</b>	Serial No. 97909804			