# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM474035

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DC BLOX INC.		05/11/2018	Corporation: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Metropolitan Partners Group Administration LLC		
Street Address:	70 East 55th St.		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4687365	DCBLOX

#### CORRESPONDENCE DATA

Fax Number: 6178327000

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: 6178323018

Email: ustrademark@foleyhoag.com

**Correspondent Name:** Joshua Jarvis Address Line 1: 155 Seaport Blvd. Address Line 2: Foley Hoag LLP

Address Line 4: Boston, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER:	34492.00015
NAME OF SUBMITTER:	Joshua Jarvis
SIGNATURE:	/joshuajarvis/
DATE SIGNED:	05/15/2018

#### **Total Attachments: 9**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2018, is made by DC BLOX INC., a Georgia corporation (the "Borrower") in favor of Metropolitan Partners Group Administration LLC, a Delaware limited liability company (the "Agent"), as administrative agent and collateral agent.

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") the Agent and the other parties thereto, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Borrower including all right, title and interest of such Borrower in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by Borrower's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders, to enter into the Loan Agreement, Borrower hereby agrees with the Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loan Obligations on the terms set forth in the Loan Documents, hereby grants to the Agent, for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Borrower (the "Intellectual Property Collateral"):

### (a) Copyrights.

- (i) all of its Copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on <u>Schedule 1A</u> hereto;
  - (ii) all renewals, reversions and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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#### (b) Patents.

- (i) all of its registered Patents and applications for registration thereof, including, without limitation, those referred to on <u>Schedule 1B</u> hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

### (c) Trademarks.

- (i) all of its Trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on <u>Schedule 1C</u> hereto;
  - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Loan Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Loan Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Borrower Remains Liable</u>. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with Borrower's Intellectual Property Collateral subject to a security interest hereunder.
- <u>Section 5.</u> <u>Representation and Warranties.</u> Borrower hereby represents and warrants that the trademarks, patents and copyrights listed opposite Borrower's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to Borrower.
- Section 6. Counterparts. This Intellectual Property 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

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constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Intellectual Property Security Agreement and Section 7. the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

# **BORROWER:**

DC BLOX INC.

Name: Michael E. Bogdan

Title: Vice President

Acknowledged and agreed to by:

# **AGENT**

METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC

By:\_\_\_\_\_

Name: Paul K. Lisiak Title: Managing Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

BORROWE	R

DC BLOX INC.

By: Name: Michael E. Bogdan

Title: Vice President

Acknowledged and agreed to by:

# AGENT

METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC

By: Name: Paul K. Lisiak

Title: Managing Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

# SCHEDULE 1A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

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# SCHEDULE 1B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

# SCHEDULE 1C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **TRADEMARKS**

Mark	Owner	Goods and Services	Jurisdictio n	Registratio n Number	Registration Date	Status
		equipment				
		and computer				
		peripheral				
		devices;				
		Rental of data				
		processing				
		apparatus;				
		Rental				
		services				
		relating to				
		data				
		processing				
		equipment				
		and				
		computers				

**RECORDED: 05/15/2018**