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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM656094 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NINJA PARTNERS, LLC		06/25/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, National Association, as Administrative Agent	
Street Address:	500 Boylston Street, 24th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4758760	SUPPORTNINJA

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1411553
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	06/25/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, is made by Ninja Partners, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of Webster Bank, National Association, as administrative agent (in such capacity, together with its permitted successors and permitted assigns, the "<u>Administrative Agent</u>") for the Lenders and the L/C Issuers (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 25, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, Support Ninja Acquisition, LLC, a Delaware limited liability company ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Loan and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries (as defined in the Loan Agreement)), including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing of a

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"Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use Trademark application under applicable United States law, or on any other Excluded Assets.

Section 3. <u>Loan and Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 4. <u>Counterparts.</u> 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. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures, the keeping of records in electronic form or any other Electronic Transmission, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. <u>Governing Law.</u> This Trademark Security Agreement and 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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TRADEMARK REEL: 007336 FRAME: 0729 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.

NINJA PARTNERS, LLC

as Grantor

Name: Craig Crisler

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement—Ninja Partners, LLC]

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION,

as Administrative Agent

By: Sut Muy
Name: Kristen A. Kenny
Title: Director

[Signature Page to Trademark Security Agreement—Ninja Partners, LLC]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

1. United States Registered Trademarks:

MATE	Registration No.	Registration Date
SUPPORTNINJA	4,758,760	June 23, 2015

2. United States Trademark Applications:

None.

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RECORDED: 06/25/2021

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