TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673349

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SKYKICK, LLC		09/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES, LLC
Street Address:	1585 Broadway, 39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4548121	SKYKICK
Registration Number:	4548120	SKYKICK

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:	3127018637
Email:	IPDocket@mayerbrown.com
Correspondent Name:	William R. Siegel, Mayer Brown LLP
Address Line 1:	P.O. BOX 2828
Address Line 4:	CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21678356
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	09/09/2021

Total Attachments: 5
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<u>GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS</u>

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of September 1, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the "**Grantors**" and each a "**Grantor**"), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES, LLC, a Delaware limited liability company ("**Morgan Stanley**"), located at 1585 Broadway, 39th Floor, New York, NY 10036, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among SKYKICK, LLC, a Delaware limited liability company (the "**Borrower**"), SKYKICK GLOBAL HOLDINGS, INC., a Delaware corporation ("**Holdings**"), the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), and Morgan Stanley, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 1, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on <u>Schedule A</u> hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: <u>Definitions</u>. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. <u>Grant of Security Interest</u>. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral

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Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SKYKICK, LLC,
a Delaware limited liability company

By: _Todd Schwartz_
Name: Todd Schwartz
Title: President and Co-CEO

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES, LLC, as Collateral Agent

By: _____

Name: <u>Henry D'Alessandro</u>

Title: <u>Authorized Signer</u>

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Country	Trademark	Regis. No.	Filing Date	Reg. Date	Class (Int.)
SkyKick, LLC	USA	SKYKICK	4548121	March 13, 2012	June 10, 2014	IC 009
SkyKick, LLC	USA	SKYKICK	4548120	March 13, 2012	February 19, 2013	IC 042

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