

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Odessa Technologies, Inc.		10/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Agent		
Street Address:	9 WEST 57TH STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85922986	INSPIRED THINKING. INVENTIVE SOLUTIONS.	
Serial Number:	85939927	LEASEWAVE	
Serial Number:	86404768	LEASEWAVE ON DEMAND	
Serial Number:	87569824	ODESSA	
Serial Number:	77214523	ODESSA TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	068212-0005		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	10/19/2021		
Total Attachments: 5			

OP \$140.00 85922986

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TRADEMARK SECURITY AGREEMENT dated as of October 19, 2021 (this “**Trademark Security Agreement**”), between ODESSA TECHNOLOGIES, INC., a Delaware corporation (the “**Grantor**”), and BSP AGENCY, LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of October 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among ODESSA TECHNOLOGIES, INC., a Delaware corporation (“**Borrower**”), GAMMA BUYER, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of October 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Trademark Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “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 may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.


SECTION 5. Counterparts. 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.

SECTION 6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

ODESSA TECHNOLOGIES, INC.

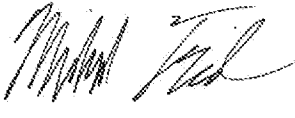
By: 
Name: Madhu Natarajan
Title: Chief Executive Officer and Secretary

[Signature Page to Trademark Security Agreement]

AGENT:

BSP Agency, LLC

By: Benefit Street Partners LLC, its sole Member


By: 

Name: Mike Frick

Title: Authorized Signer

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
INSPIRED THINKING. INVENTIVE SOLUTIONS.	UNITED STATES	85922986	05/03/2013	4447840	12/10/2013	Odessa Technologies, Inc. (Nevada)
LEASEWAVE	UNITED STATES	85939927	05/22/2013	4455012	12/24/2013	Odessa Technologies, Inc. (Nevada)
LEASEWAVE ON DEMAND (Design) 	UNITED STATES	86404768	09/24/2014	4787421	08/04/2015	Odessa Technologies, Inc. (Delaware)
ODESSA	UNITED STATES	87569824	08/15/2017	5423056	03/13/2018	Odessa Technologies, Inc. (Delaware)
ODESSA TECHNOLOGIES	UNITED STATES	77214523	06/25/2007	3388314	02/26/2008	Odessa Technologies, Inc. (Nevada)