

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDS Connected Solutions, LLC		02/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3065803	BDS MKTG	
Registration Number:	6415693	HYPE HIVE	
Registration Number:	6615965	IOTRACE	
Registration Number:	6415692	TAP A TECH	
Registration Number:	4935404	CREATIVE CHANNEL SERVICES	
Registration Number:	3212415	CYBERSCHOLAR	
Serial Number:	97132859	BDS CONNECTED SOLUTIONS	
Serial Number:	90251639	BRIGHTSHOPS	
Serial Number:	90251635	STORYSTREAMS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2929 Arch Street, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	188847		

CH \$240.00 3065803

NAME OF SUBMITTER:	Hilary Smoot
SIGNATURE:	/Hilary Smoot/
DATE SIGNED:	02/07/2022
Total Attachments: 6 source=BDS - Trademark Security Agreement#page1.tif source=BDS - Trademark Security Agreement#page2.tif source=BDS - Trademark Security Agreement#page3.tif source=BDS - Trademark Security Agreement#page4.tif source=BDS - Trademark Security Agreement#page5.tif source=BDS - Trademark Security Agreement#page6.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "**Agreement**") is made this February 7, 2022, by and among **BDS CONNECTED SOLUTIONS, LLC**, a Delaware limited liability company (the "**Grantor**") and **ALTER DOMUS (US) LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, the "**Agent**"), acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, BDS SOLUTIONS HOLDING, LLC, a Delaware limited liability company ("**Holdings**" and, together with the Subsidiaries thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, collectively, the "**Guarantors**" and each a "**Guarantor**"), **BDS SOLUTIONS SUB, LLC**, a Delaware limited liability company (the "**Initial Borrower**" and, immediately before the consummation of the Merger, the "**Borrower**"), **BDS SOLUTIONS INTERMEDIATECO, LLC**, a Delaware limited liability company (the "**Company**" and, immediately after and upon the consummation of the Merger, the "**Borrower**"), the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**") and the Agent have entered into a Credit Agreement, dated as of February 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into the Security Agreement, dated as of February 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration, in accordance with the terms of the Security Agreement. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis*.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[signature page follows]

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

GRANTOR:

**BDS CONNECTED SOLUTIONS,
LLC,**
a Delaware limited liability company

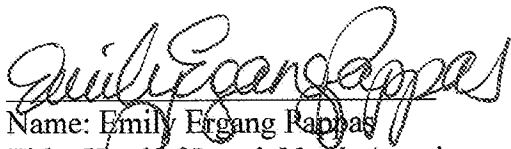
By: 
Name: Katie MacGillivray
Title: Chief Financial Officer

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS]

TRADEMARK
REEL: 007627 FRAME: 0121

AGENT:

**ALTER DOMUS (US) LLC,
as Agent**

By: 
Name: Emily Ergang Rappas
Title: Head of Legal, North America

SCHEDULE I
to
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Registered Trademarks

<u>Name of Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
BDS Connected Solutions, LLC	3065803	7-MAR-2006	7-MAR-2005	BDS Connected Solutions, LLC	BDS MKTG
BDS Connected Solutions, LLC	6415693	13-JUL-2021	13-OCT-2020	BDS Connected Solutions, LLC	HYPE HIVE
BDS Connected Solutions, LLC	6615965	11-JAN-2022	17-JAN-2020	BDS Connected Solutions, LLC	IOTRACE
BDS Connected Solutions, LLC	6415692	13-JUL-2021	13-OCT-2020	BDS Connected Solutions, LLC	TAP A TECH
BDS Connected Solutions, LLC	4935404	12-APR-2016	25-JUN-2015	BDS Connected Solutions, LLC	CREATIVE CHANNEL SERVICES
BDS Connected Solutions, LLC	3212415	27-FEB-2007	8-AUG-2005	BDS Connected Solutions, LLC	CYBERSCHOLAR

Pending Trademark Applications

<u>Name of Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
BDS Connected Solutions, LLC	97132859	18-NOV-2021	BDS Connected Solutions, LLC	BDS CONNECTED SOLUTIONS
BDS Connected Solutions, LLC	90251639	13-OCT-2020	BDS Connected Solutions, LLC	BRIGHTSHOPS
BDS Connected Solutions, LLC	90251635	13-OCT-2020	BDS Connected Solutions, LLC	STORYSTREAMS