

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MetaSource, LLC		05/17/2022	Limited Liability Company: DELAWARE
Digiscribe International LLC		05/17/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3649606	METASOURCE	
<b>Registration Number:</b>	4869043	TITAN	
<b>Registration Number:</b>	5327243	DIGISCRIBE	
<b>Registration Number:</b>	4892865	METASTOR	
<b>Registration Number:</b>	6417290	METAWORX	
<b>Registration Number:</b>	4542315	MINTRAK	
<b>Registration Number:</b>	6606334	MINTRAK2	
<b>Registration Number:</b>	4865230	TITAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$215.00 3649606

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	05/17/2022
<b>Total Attachments: 5</b> source=twin brook metasource trademark security agreement executed#page1.tif source=twin brook metasource trademark security agreement executed#page2.tif source=twin brook metasource trademark security agreement executed#page3.tif source=twin brook metasource trademark security agreement executed#page4.tif source=twin brook metasource trademark security agreement executed#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of May 17, 2022, by MetaSource, LLC, a Delaware limited liability company (“**Meta**”) and Digiscribe International LLC, a New York limited liability company (“**Digiscribe**”; together with Meta, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantors, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of May 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantors (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**METASOURCE, LLC**, a Delaware limited liability company

By: 

Name: Adam Osthe

Title: Chief Executive Officer

**DIGISCRIBE INTERNATIONAL, LLC**, a New York limited liability company

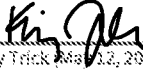
By: 

Name: Adam Osthe

Title: Chief Executive Officer

Agreed and accepted as of  
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,  
LLC, as Agent**

By:   
Kimberly Trick (Ms. 12, 2022 13:29 CDT)  
Name: Kim Trick  
Title: Managing Director

**SCHEDULE A**

**Trademark Registrations**

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
METASOURCE	3649606	07/07/2009	Renewed	Metasource, LLC
TITAN 	4869043	12/15/2015	Registered	Metasource, LLC
DIGISCRIBE 	5327243	11/07/2017	Registered	Digiscribe International LLC
METASTOR	4892865	01/26/2016	Registered	Metasource, LLC
METAWORX	6417290	07/13/2021	Registered	Metasource, LLC
MINTRAK	4542315	06/03/2014	Registered	Metasource, LLC
MINTRAK2	6606334	01/04/2022	Registered	Metasource, LLC
TITAN 	4865230	12/08/2015	Registered	Metasource, LLC

**Trademark Applications**

NONE