

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connectria, LLC		05/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	31 West 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4367610	WE ARE THE CLOUD	
Registration Number:	4143376	THE JERK FREE COMPANY	
Registration Number:	4136047	NO JERKS ALLOWED	
Registration Number:	3748953	GOLD CLOUD	
Registration Number:	3748952	SILVER CLOUD	
Registration Number:	3641834	THE WORLD'S MOST SECURE & RELIABLE MANAG	
Registration Number:	2529027	CONNECTRIA	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/31/2022		

OP \$190.00 4367610

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 22, 2022 (this "Agreement") is made by Connectria, LLC, a Delaware limited liability company, having its principal place of business at 10845 Olive Boulevard, Suite 300, Creve Coeur, Missouri, 63141 (the "Borrower"), in favor of Toronto Dominion (Texas) LLC, having its principal place of business at 31 West 52nd Street, New York, NY 10019, as the Administrative Agent, on behalf of itself and the other Lenders under the Loan Agreement referred to below (together with any successor and assign thereto, the "Grantee") under the Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, the Borrower is justly indebted, liable and obligated to the Grantee pursuant to that certain Loan Agreement dated as of May 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among BSI2 Hold Foxglove, Inc. a Delaware corporation (the "Initial Borrower"), the Grantee and the lenders from time to time party thereto, in an amount equal to the Secured Obligations; and

WHEREAS, the Borrower and the Grantee entered into that certain Borrower Security Agreement, dated as of May 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, the Borrower has granted to the Grantee a lien on and security interest in, all of the Borrower's rights, title, and interest in, to, and under, among other things, (a) all Trademarks, including, without limitation, each issued Trademark, Trademark registration, and Trademark application listed on Exhibit A hereto, whether presently existing or hereafter created or acquired, (b) each Trademark license (specifically excluding, however, any Trademark license that by its terms would be defaulted by the granting of such security interest), including, without limitation, each Trademark license listed on Exhibit A hereto, whether presently existing or hereafter created or acquired, and (c) all products and Proceeds of the foregoing, including, without limitation, any claim by the Grantee against third parties for past, present, or future (i) infringement, dilution or breach of any Trademark, Trademark registration, Trademark application and Trademark license including, without limitation, any Trademark, Trademark registration, Trademark application, or Trademark license listed on Exhibit A hereto and (ii) injury to the goodwill associated with any Trademark, Trademark registration, or Trademark application, and excluding the Excluded Property (collectively, the "Trademark Collateral");

WHEREAS, the Borrower has duly authorized and directed the execution and delivery of this Agreement; and

WHEREAS, the parties desire to record the Borrower's grant of the security interest in the Trademark Collateral to the Grantee with the United States Trademark and Patent Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Grantee as follows:

1. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Trademark and Patent Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement shall remain in full force and effect in accordance with their terms. The rights and remedies of the Grantee with respect to the security interest granted hereunder are more fully set forth in the Security Agreement and their terms and provisions are incorporated herein in their entirety. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. The Borrower grants to the Grantee (on behalf of the Grantee and the other Secured Parties) a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral.


3. 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.

4. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

CONNECTRIA, LLC, as Borrower

By: 

Name: Richard Waidmann
Title: Chief Executive Officer

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

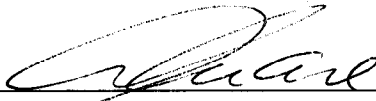
By: 
Name: ALICE MARE
Title: AUTHORIZED SIGNATOR

Exhibit A
to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>United States Trademark</u>	<u>Status</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>
WE ARE THE CLOUD	Registered	85771850/4367610	11/05/2012/07/16/2013
THE JERK FREE COMPANY	Registered	85095668/4143376	07/29/2010/05/15/2012
NO JERKS ALLOWED	Registered	85034425/4136047	05/10/2010/05/01/2012
GOLD CLOUD	Registered	77752865/3748953	06/05/2009/02/16/2010
SILVER CLOUD	Registered	77752861/3748952	06/05/2009/02/16/2010
THE WORLD'S MOST SECURE & RELIABLE MANAGED HOSTING	Registered	77342377/3641834	12/03/2007/06/23/2009
CONNECTRIA	Registered	75873236/2529027	12/17/1999/01/15/2002

**Exhibit A
to Trademark Security Agreement**

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