

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELPHI DISPLAY SYSTEMS,INC.		03/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4762847	ENDURA	
Registration Number:	6689161	INSIGHT ENGAGE	
Registration Number:	6689163	INSIGHT INFORM	
Registration Number:	6689162	INSIGHT TRACK	
Registration Number:	6703845	DELPHI DISPLAY SYSTEMS	
Registration Number:	6886929	INSIGHT	
Registration Number:	6689539	INSIGHT VERIFY	
Registration Number:	6689160	SOUNDADVICE	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1944134		

OP \$215.00 4762847

NAME OF SUBMITTER:	Maria Imennova
SIGNATURE:	/Maria Imennova/
DATE SIGNED:	03/29/2023
Total Attachments: 6 source=Trademark Cover Sheet Suppl. 4#page2.tif source=Trademark Cover Sheet Suppl. 4#page3.tif source=Trademark Cover Sheet Suppl. 4#page4.tif source=Trademark Cover Sheet Suppl. 4#page5.tif source=Trademark Cover Sheet Suppl. 4#page6.tif source=Trademark Cover Sheet Suppl. 4#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2023 (this "Agreement"), between DELPHI DISPLAY SYSTEMS, INC., a Delaware corporation (the "Company") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Counterpart Agreement dated as of the date hereof (the "Counterpart Agreement"), by the Company and acknowledged and accepted by the Administrative Agent, pursuant to the Revolving Credit and Guaranty Agreement, dated as of June 8, 2021 (as modified by the Counterpart Agreement, the "Amended Credit Agreement"), among Toast, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent and (b) Supplement No. 4, dated as of the date hereof (the "Supplement to Collateral Agreement"), among the Company, the Borrower and the Administrative Agent, to the Collateral Agreement, dated as of June 8, 2021 (as supplemented by the Supplement to Collateral Agreement, the "Amended Collateral Agreement"). The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended Credit Agreement.

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended Credit Agreement or the Amended Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Amended Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, the Company, pursuant to the Amended Collateral Agreement, did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Company or in, to or under which the Company now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any

similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

in each case, other than any such asset if, to the extent and for so long as, such asset does not, pursuant to the final proviso of Section 3.01(a) of the Amended Collateral Agreement, constitute Article 9 Collateral.

SECTION 3. Intellectual Property License. Pursuant to the Amended Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the Amended Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Company has granted to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Company) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Amended Collateral Agreement or thereafter acquired by the Company, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and, to the extent permitted by applicable law, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property.

SECTION 4. Amended Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Amended Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Amended Collateral 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 Agreement and the Amended Collateral Agreement, the terms of the Amended Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.06, 5.09 and 5.10 of the Amended Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELPHI DISPLAY SYSTEMS, INC.


By:

DocuSigned by:


UFAE13DD25C24B3
Name: Lou Orfanos

Title: President

JPMORGAN CHASE BANK, N.A., as
the Administrative Agent

By: 
Name: Elizabeth O'Connor
Title: Authorized Officer

SCHEDULE I

U.S. PATENTS OWNED BY DELPHI DISPLAY SYSTEMS, INC.

None.

SCHEDULE II

U.S. TRADEMARKS OWNED BY DELPHI DISPLAY SYSTEMS, INC.

<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Delphi Display Systems, Inc.	ENDURA	4762847	6/30/2015
Delphi Display Systems, Inc.	INSIGHT ENGAGE	6689161	4/5/2022
Delphi Display Systems, Inc.	INSIGHT INFORM	6689163	4/5/2022
Delphi Display Systems, Inc.	INSIGHT TRACK	6689162	4/5/2022
Delphi Display Systems, Inc.	DELPHI DISPLAY SYSTEMS & DESIGN	6703845	4/5/2022
Delphi Display Systems, Inc.	INSIGHT	6886929	11/1/2022
Delphi Display Systems, Inc.	INSIGHT VERIFY	6689539	4/5/2022
Delphi Display Systems, Inc.	SOUNDADVICE	6689160	4/5/2022