

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keyedin Solutions Holdings, Inc.		06/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS SAS. as Security Agent		
Street Address:	40 rue du Colisée		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Privately Owned Company: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4548008	KEYEDIN	
Registration Number:	4543885	K	
Registration Number:	4778253	KONFIGURE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/21/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)****June 15, 2023**

WHEREAS, KEYEDIN SOLUTIONS HOLDINGS, INC., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and GLAS SAS, as security agent, are parties to a Senior Facilities Agreement dated 17 March 2023 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to a Security Agreement dated as of March 21, 2023 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and GLAS SAS, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first above written.

KEYEDIN SOLUTIONS HOLDINGS, INC.,
AS GRANTOR

By: 
Name: DOUGLAS A BRAUN
Title: CEO

Acknowledged:

GLAS SAS,
as Security Agent

By: _____
Name:
Title:

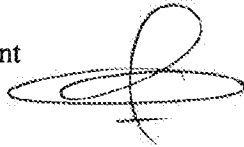
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first above written.

KEYEDIN SOLUTIONS HOLDINGS, INC.,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

GLAS SAS,
as Security Agent



By: _____
Name: Oumou Stein
Title: Authorised signatory

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 008105 FRAME: 0377

SCHEDULE 1

<u>Grantor</u>	<u>Title</u>	Registration Number	Registration Date/ Next Renewal Date
KeyedIn Solutions Holdings, Inc.	KEYEDIN	TMA923055 (Canada)	December 10, 2015 December 10, 2030
KeyedIn Solutions Holdings, Inc.	KEYEDIN	10603215 (EU)	June 27, 2012 January 31, 2032
KeyedIn Solutions Holdings, Inc.	KEYEDIN	UK00910603215 (UK)	June 27, 2012 January 31, 2032
KeyedIn Solutions Holdings, Inc.	KEYEDIN	4548008 (US)	June 10, 2014 June 10, 2024
KeyedIn Solutions Holdings, Inc.	K (logo)	4543885 (US)	June 3, 2014 June 3, 2024
KeyedIn Solutions Holdings, Inc.	KONFIGURE	4778253 (US)	July 21, 2015 July 21, 2025
KeyedIn Solutions Holdings, Inc.	KONFIGURE	13200688 (EU)	September 3, 2016 August 26, 2024
KeyedIn Solutions Holdings, Inc.	KONFIGURE	UK00913200688 (GB)	September 3, 2016 August 26, 2024