

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRODIGO SOLUTIONS, INC.		06/22/2023	Corporation: PENNSYLVANIA
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:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5680761	PRODIGO SOLUTIONS	
Registration Number:	4214109	PRODIGOBUYER	
Registration Number:	4225820	PRODIGOXCHANGE	
Registration Number:	4214110	PRODIGOMARKETPLACE	
Registration Number:	4225801	PRODIGO	
Registration Number:	3873844	PRODIGO SOLUTIONS	
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:	Joanna McCall		
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:	2038216		
NAME OF SUBMITTER:	Caroline Hughes		
SIGNATURE:	/Caroline Hughes/		
DATE SIGNED:	06/22/2023		

OP \$165.00 5680761

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 22, 2023, is made by Prodigio Solutions, Inc., a Pennsylvania corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), Commerce Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Parent (the “Merger Sub”), and, upon the consummation of the Acquisition (including the merger contemplated by the Acquisition Agreement), GHX Ultimate Parent Corporation, a Delaware corporation (the “Acquired Company” and, upon the merger contemplated in the Acquisition Agreement, the “Borrower”), the Lenders and Letters of Credit Issuers from time to time party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein and (b) one or more Cash Management Banks or Hedge Banks may from time to time enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a First Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and Security Interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Loans and to induce the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property and that are listed on Schedule A hereto, including the goodwill symbolized thereby (the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" such Trademarks will not be deemed to be Trademark Collateral prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a current assignment, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

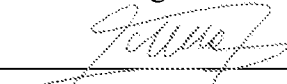
PRODIGO SOLUTIONS, INC.,
as the Grantor

By: _____


Name: Chris Batson

Title: Chief Financial Officer

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

By:  _____

Name: Maurice Dattas

Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
PRODIGO SOLUTIONS	PRODIGO SOLUTIONS, INC.	88126748	09/21/2018	5680761	02/19/2019
PRODIGOBUYER	PRODIGO SOLUTIONS, INC.	85624502	05/14/2012	4214109	09/25/2012
PRODIGOEXCHANGE	PRODIGO SOLUTIONS, INC.	85624520	05/14/2012	4225820	10/16/2012
PRODIGOMARKETPLACE	PRODIGO SOLUTIONS, INC.	85624515	05/14/2012	4214110	09/25/2012
PRODIGO	PRODIGO SOLUTIONS, INC.	85603690	04/20/2012	4225801	10/16/2012
PRODIGO SOLUTIONS	PRODIGO SOLUTIONS, INC.	77466424	05/06/2008	3873844	11/09/2010