

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E Y C Limited		04/19/2023	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6151222	EYC	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	06/30/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 19, 2023, (this “Agreement”), between E Y C Limited, a private limited company incorporated under the laws of England and Wales with registered number 04935478 and having its registered office at Quatro House, Frimley, Camberley, Surrey, England, GU16 7ER (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders (together with its successors and assigns, in such capacities, “Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of October 27, 2022 (as amended by Amendment No. 1 to Credit Agreement and Security Agreement, dated as of April 21, 2023, and as further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among SymphonyAI LLC, a Delaware limited liability company (the “Borrower”) the Loan Parties party thereto, the Lenders party thereto from time to time, and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of October 27, 2022 (as amended by Amendment No. 1 to Credit Agreement and Security Agreement, dated as of April 21, 2023, including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) solely in relation to the Trademarks; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, on behalf of and for the benefit of the Secured Parties, this Agreement.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Lenders, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademark registrations in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;

- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;
- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Agreement shall not constitute a grant of a security interest in any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Security for Secured Obligations. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy, insolvency or reorganization involving the Grantor.

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

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

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTOR

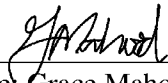
E Y C LIMITED

By:  DocuSigned by:
Benoit Marie Henri Quest
33504F38F8434F1...
Name: Benoit Marie Henri Quest
Title: Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008119 FRAME: 0360

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____
Name: Grace Mahood
Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008119 FRAME: 0361

SCHEDULE I

Owner	Title/Mark	Registration Date	Registration No.	Country
E Y C Limited	EYC (word)	September 15, 2020	6151222	US
E Y C Limited	CINDE (word)	April 28, 2020	IR 1489434 US 6039458	US