

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ice Technologies LLC		08/11/2021	Limited Liability Company: DELAWARE
Ice Services LLC		08/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Ave, 4th Floor		
Internal Address:	P7-PFSC-04-L		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7083808	M WORKS!	
Registration Number:	7083807	MWORKS!	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4033.188		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	11/02/2023		

OP \$65.00 7083808

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 11, 2021, by ICE TECHNOLOGIES LLC, a Delaware limited liability company ("Technologies") and ICE SERVICES LLC, a Delaware limited liability company ("Ice"; together with Technologies, the "Grantors" and each, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit and Security Agreement dated as of August 11, 2021 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of the assets of such Grantor.

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

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new Trademark Collateral by delivery of a Compliance Certificate in accordance with the terms of the Credit Agreement. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

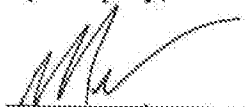
5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ICE TECHNOLOGIES LLC, a Delaware limited liability company, as Grantor

By: 
Name: Michael May
Title: CFO

ICE SERVICES LLC, a Delaware limited liability company, as Grantor

By: 
Name: Michael May
Title: CFO

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Eam Brady
Name: Eamuan Brady
Its: Senior Vice President

SCHEDULE 1

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
WIRELESS DISTRIBUTION, YOUR WAY.	86378258	Registered	5760128	5/28/19
ICE MOBILITY	86396758	Registered	4967161	5/31/16
M WORKS!	87622847	Registered	5548890	8/28/18
MSHIELD	87368572	Registered	5498876	6/19/18
M	85164047	Registered	4011446	8/16/11
MPULSE BLAST	85921409	Registered	4544927	6/3/14
M WORKS!	85984282	Registered	5218743	6/6/17
MOBILEISTIC	85164750	Registered	4051955	11/8/11
M WORKS!	77769336	Registered	3804632	6/15/10
SUCCESSORIZE YOUR BUSINESS	77505177	Registered	3712912	11/17/09
MOBILEISTIC	76405410	Registered	2752217	8/19/03

**SCHEDULE 1
(continued)**

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
M WORKS!	97274731	Registered	7083808	6/20/23
MWORKS!	97274723	Registered	7083807	6/20/23