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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI128950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Formerly Execution Date Entity Type	
EDGE 360 LLC		03/28/2024	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Company Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, as administrative agent
Street Address:	c/o Alter Domus (US) LLC, 225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90648857	WHAT MANY SERVERS USED TO DO, SURVEILL DOES WITH ONE
Serial Number:	90642569	SURVEILL STANDARD
Serial Number:	90642608	SURVEILL PROFESSIONAL
Serial Number:	90642641	SURVEILL EXECUTIVE
Serial Number:	90642673	SURVEILL VMS
Serial Number:	90642690	SURVEILL ELITE
Serial Number:	90642730	FLEXIBLE ENTERPRISE FOR EVERYONE
Serial Number:	90553419	SURVEILL
Serial Number:	88889720	EDGE360
Serial Number:	88893607	SURVEILL

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe

TRADEMARK REEL: 008383 FRAME: 0154

Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED: 03/28/2024			
Total Attachments: 5 source=3SI (Edge 360) - Trademark Security Agreement EXECUTED#page1.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2024, is made by EDGE 360 LLC, a Virginia limited liability company (the "<u>Grantor</u>"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC ("<u>Varagon</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 16, 2017, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 the following Collateral of Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;

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- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

By:

EDGE 360 LLC,

as Grantor

John Krygon CA835CCF386F46A...

Name: John Rezzonico

Title: President

ACCEPTED AND AGREED as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,

as Administrative Agent

By: Varagon Capital Partners, L.P., its Sole Member

By:

Name: Without Barrasso
Title: Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Owner</u>	<u>Title</u>	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
Edge360 LLC	What Many Servers Used To Do, Surveill Does With One	USPTO	90648857	15-APR-2021	6690857	05-APR-2022
Edge360 LLC	Surveill Standard	USPTO	90642569	13-APR-2021	6629124	25-JAN-2022
Edge360 LLC	Surveill Professional	USPTO	90642608	13-APR-2021	6629125	25-JAN-2022
Edge360 LLC	Surveill Executive	USPTO	90642641	13-APR-2021	6629126	25-JAN-2022
Edge360 LLC	Surveill VMS	USPTO	90642673	13-APR-2021	6608368	04-JAN-2022
Edge360 LLC	Surveill Elite	USPTO	90642690	13-APR-2021	6703119	12-APR-2022
Edge360 LLC	Flexible Enterprise for Everyone	USPTO	90642730	13-APR-2021	6608369	04-JAN-2022
Edge360 LLC	Surveill	USPTO	90553419	01-MAR-2021	6763880	21-JUN-2022
Edge360 LLC	©EDGE360	USPTO	88889720	27-APR-2020	6298366	23-MAR-2021
Edge 360 LLC	SURVEILL	USPTO	88893607	29-APR-2020	6449876	10-AUG-2021

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RECORDED: 03/28/2024

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