

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI210596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trace3 LLC		04/16/2024	Limited Liability Company: CALIFORNIA
Tail Wind Informatics, LLC		04/16/2024	Limited Liability Company: DELAWARE
Set Solutions, Inc.		04/16/2024	Corporation: TEXAS

RECEIVING PARTY DATA

Company Name:	Alter Domus (US) LLC, as administrative agent and collateral agent
Street Address:	225 W WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	7137748	
Registration Number:	3334494	LAMP
Registration Number:	3712425	LASALLE SOLUTIONS
Registration Number:	6383948	LAMP LOOKUP
Registration Number:	5021824	TAIL WIND
Serial Number:	97521735	
Serial Number:	97492413	SET SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 2028357507

Email: jramos@milbank.com,dcip@milbank.com

Correspondent Name: Javier J. Ramos

CH \$190.00.00 97492423

Address Line 1: 1850 K St. NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 28302.00160

NAME OF SUBMITTER: JAVIER RAMOS

SIGNATURE: JAVIER RAMOS

DATE SIGNED: 05/03/2024

Total Attachments: 7

source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page1.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page2.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page3.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page4.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page5.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page6.tif
source=Trace3 - 2024 Joinder - 2L IPSA (Executed)#page7.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 16, 2024, (this “Agreement”), by Trace3 LLC, a California limited liability company, Tail Wind Informatics, LLC, a Delaware limited liability company and Set Solutions, Inc., a Texas corporation (each, a “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of October 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of October 8, 2021 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of July 14, 2022, that certain Second Amendment to Second Lien Credit Agreement, dated as of June 22, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, ASP T3 Intermediate Holdings, Inc., a Delaware corporation, ASP T3 Acquisition Co LLC, a Delaware limited liability company (“AcquisitionCo” and, prior to the consummation of the Sand Hill Restructuring, the “Borrower”), Escape Velocity Holdings, Inc., a Delaware corporation (“Escape” and, following the consummation of the Sand Hill Restructuring, the “Borrower”), the Lenders from time to time party thereto and Alter Domus (US) LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, 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 such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

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

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually 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.

TRACE3 LLC
TAIL WIND INFORMATICS, LLC
SET SOLUTIONS, INC.

By: 
Name: Kevin Manzo
Title: Chief Financial Officer

[Signature Page to 2L Intellectual Property Security Agreement]

TRADEMARK
REEL: 008420 FRAME: 0265

ALTERDOMUS (US) LLC, as Administrative Agent

By: Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Second Lien Intellectual Property Security Agreement]

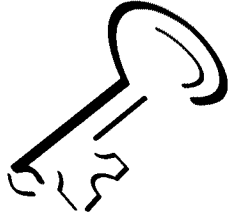
TRADEMARK
REEL: 008420 FRAME: 0266

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
TRACE3 LLC	7137748	Design Only 
TRACE3 LLC	3334494	LAMP
TRACE3 LLC	3712425	LASALLE SOLUTIONS
TRACE3 LLC	6383948	LAMP LOOKUP
TAIL WIND INFORMATICS, LLC	5021824	TAIL WIND 

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
SET SOLUTIONS, INC.	97521735	Design Only 
TRACE3 LLC	97492413	SET SOLUTIONS

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.