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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI150149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BURGESS COMPUTER DECISIONS, LLC		05/06/2024	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Company Name:	WINTRUST BANK, N.A.	
Street Address:	231 South LaSalle Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60604	
Entity Type:	National Banking Association: ILLINOIS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6330257	DEEPSTOR
Registration Number:	4117622	BCDVIDEO

CORRESPONDENCE DATA

Fax Number: 3123271051

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: 3123271050

Email: jwatson@skcounsel.com
Correspondent Name: Scott & Kraus, LLC
Address Line 1: 150 South Wacker Drive

Address Line 2: Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jean Watson
SIGNATURE:	Jean Watson
DATE SIGNED:	05/06/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") dated as of May 6, 2024, is executed by and between BURGESS COMPUTER DECISIONS, LLC, an Illinois limited liability company ("<u>Borrower</u>", and as context may require, "<u>Grantor</u>"), and WINTRUST BANK, N.A. (the "<u>Bank</u>").

WITNESSETH:

WHEREAS, Borrower desires to borrow funds and obtain other financial accommodations (the "Loans") from Bank pursuant to that certain Credit Agreement dated as of even date herewith made by and between Borrower and Bank (as amended, supplemented or modified from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, Grantor and Bank have entered into that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

- NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, Grantor hereby agrees with Bank as follows:
- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to Bank and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "<u>Trademark Collateral</u>"):
- 2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- 2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- 2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.
- Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. <u>Interpretive Provisions</u>. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. <u>Counterparts</u>. 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.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor and Bank have executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

BURGESS COMPUTER DECISIONS, LLC

an Illinois limited liability company

Title: Chief Executive Officer

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BANK:

WINTRUST BANK, N.A.

Ву:

Name: Nick Bozich Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
88/861,384	6330257	DEEPSTOR	United States	Burgess Computer Decisions, LLC
85/327,697	4117622	BCDVideo	United States	Burgess Computer Decisions, LLC

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RECORDED: 05/06/2024