

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qognify Limited		07/20/2020	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5772387	VISIONHUB	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058258-0014		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/20/2020		
Total Attachments: 5			
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U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 20, 2020, is made by QOGNIFY LIMITED, a company incorporated and existing under the laws of the United Kingdom (“Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor has executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement dated as of December 28, 2018, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor is pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 pledges and grants to Administrative Agent a continuing security interest in, all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of the Grantor’s Trademarks and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(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.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

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 Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QOGNIFY LIMITED, a private limited company organized under the laws of England and Wales

By: Miki Katz
Name: Miki Katz
Title: Authorized Signatory

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 
Name: Jordan Stephani
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Application No.	Registration No.	Owner Name
VISIONHUB	86,922,638	5,772,387	QOGNIFY LIMITED