

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluelock, LLC		10/02/2020	Limited Liability Company: INDIANA
Intervision Systems, LLC		10/02/2020	Limited Liability Company: DELAWARE
Netelligent Corporation		10/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Fund Services, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78972300	BLUELOCK	
Serial Number:	87069180	INTERVISION	
Serial Number:	77827964	HOSTED CAFE	
Serial Number:	86119811	NETELLIGENT	
Serial Number:	86119818	NETTEND	
Serial Number:	86864784	NETDEFEND	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		

CH \$165.00 78972300

SIGNATURE:	/jmp/
DATE SIGNED:	10/05/2020
Total Attachments: 6 source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page1.tif source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page2.tif source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page3.tif source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page4.tif source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page5.tif source=2020-10-02 Executed Trademark Security Agreement -InterVision - Project Blue 010997-0223#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 2, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Trademark Security Agreement*”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and, collectively, the “*Grantors*”) in favor of DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “*Administrative Agent*”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full (whether at sated maturity, by acceleration or otherwise) of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the continuing 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement (other than with respect to provisions hereof that expressly survive termination) shall terminate with respect to all Secured Obligations and any Liens arising therefrom shall be automatically released upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent obligations not yet due and owing). Upon the termination of this Agreement, the Administrative Agent shall, at such Grantor’s expense, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank

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

BLUELOCK, LLC

By: _____

Name: Aaron Stone

Title: Chief Executive Officer

INTERVISION SYSTEMS, LLC

By: _____

Name: Aaron Stone

Title: Chief Executive Officer

NETELLIGENT CORPORATION

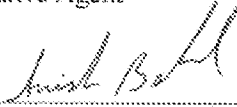
By: _____

Name: Aaron Stone

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

DEERPATH FUND SERVICES, LLC,
as Administrative Agent

By: 
Name: Anish Bahi
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007070 FRAME: 0760

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
<u>BLUELOCK</u>	78972300	September 12, 2006	3304860	October 2, 2007	Bluelock, LLC
INTERVISION	87069180	June 13, 2016	5239650	July 11, 2017	InterVision Systems, LLC
HOSTED CAFE	77827964	September 16, 2009	3787134	May 11, 2010	Netelligent Corporation
NETELLIGENT	86119811	November 15, 2013	4623673	October 21, 2014	Netelligent Corporation
NETTEND	86119818	November 15, 2013	4567376	July 15, 2014	Netelligent Corporation
NETDEFEND	86864784	January 4, 2016	5387234	January 23, 2018	Netelligent Corporation

Schedule A