

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7331544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GALAXY SYSTEMS INC.	04/15/2022
GALAXE.SOLUTIONS, INC.	04/15/2022
RECEIVING PARTY DATA	
Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	ONE JERICO PLAZA,
Internal Address:	3RD FLOOR WING A
City:	JERICO
State/Country:	NEW YORK
Postal Code:	11753
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	16746657
Application Number:	16746247
Application Number:	16746646
Application Number:	16746411
Application Number:	16746442
Application Number:	16746486
Application Number:	16746587
Application Number:	16746643
Application Number:	16746455
Application Number:	15087768
CORRESPONDENCE DATA	
Fax Number:	(703)712-5050
<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:	703-712-5000
Email:	CBUTLER@MCGUIREWOODS.COM
Correspondent Name:	MCGUIREWOODS, LLP
Address Line 1:	1750 TYSONS BOULEVARD
Address Line 2:	SUITE 1800

Address Line 4: TYSONS, VIRGINIA 22102-4215	
ATTORNEY DOCKET NUMBER:	2071661-0023
NAME OF SUBMITTER:	CAMILLE BUTLER
SIGNATURE:	/Camille Butler/
DATE SIGNED:	05/16/2022
Total Attachments: 11 source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page1.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page2.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page3.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page4.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page5.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page6.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page7.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page8.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page9.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page10.tif source=[Galaxe] - Intellectual Property Security Agreement [Executed]#page11.tif	

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Agreement”) is made and entered into this 15th day of April, 2022, by **GALAXY SYSTEMS INC.**, a Delaware corporation (“Galaxy Systems”), **GALAXE.SOLUTIONS, INC.**, a Delaware corporation, whose address is 270 Davidson Avenue, Somerset, New Jersey 08873 (“Galaxe, and together with Galaxy Systems, the “Grantors”), in favor of **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent and collateral agent and whose address is One Jericho Plaza, 3rd Floor Wing A, Jericho, New York 11753 (the “Secured Party”).

WITNESSETH:

WHEREAS, Grantors have entered into that certain Loan and Security Agreement, dated as of the date hereof (“Loan Agreement”), by and among (i) the Grantors and certain affiliates of the Grantors from time to time party thereto as borrowers, (ii) Galaxe Group, Inc., a Delaware corporation, as a guarantor, (iii) the lenders from time to time party thereto (“Lenders”), and (iv) the Secured Party, as collateral and administrative agent for the Lenders; and

WHEREAS, under the terms of the Loan Agreement, each Grantor has granted to Secured Party, for the benefit of the Lender Group (as defined in the Loan Agreement), a security interest in its intellectual property, and has agreed as a condition to entering the Loan Agreement and incurring the financial accommodations thereunder, to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Grantors’ obligations arising under the Loan Agreement and related loan documents (the “Obligations”), each Grantor hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the “Patents”); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the

“Trademarks”); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule C attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the “Copyrights”), and together in each case with the goodwill of each such Grantor’s business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the “Intellectual Property.”

2. Representations, Warranties and Covenants of Grantors. Each Grantor represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) Each of the Patents, Trademarks and Copyrights is valid and enforceable; No claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there, to any Grantor’s actual knowledge, without inquiry, a reasonable basis therefor;

(c) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by such Grantor not to sue third persons;

(d) Such Grantor has the unqualified right to enter into this Agreement and perform its terms; and

(e) Such Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. Each Grantor agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with such Grantor’s obligations under this Agreement without Secured Party’s prior written consent. Each Grantor further agrees that at any time and from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary, or that Secured Party may reasonably request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, any Grantor shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and such Grantor shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Each Grnator authorizes Secured Party to modify this Agreement by amending Schedules A, B and/or C to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of such Grantor if permitted by applicable law.

6. Default. If any Grantor shall fail to pay the Obligations as and when due, or otherwise fails to perform any of its duties hereunder or under any other agreement, instrument or document evidencing or securing the Obligations within applicable notice and cure periods, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to such Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which such Grnator may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to the Grantors. Notice of any sale or other disposition of the Intellectual Property shall be given to Borrower Representative (as defined in the Loan Agreement) at least fifteen (15) business days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which each Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of any Grantor, which right is hereby waived and released.

7. Termination of Security Interest. At such time as the Grantors shall pay all of the Obligations in full and the Loan Agreement shall be terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Grantors all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in Grantors full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents

(including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by the Grantors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Loan Agreement.

9. Preservation of Intellectual Property. Each Grantor shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Grantors. Grantors shall not abandon any Intellectual Property without the prior written consent of Secured Party; it being understood and agreed that, in the event Secured Party fails to provide a written response within twenty (20) business days of either Grantor's making such request, either consenting to or refusing to consent to such abandonment, the Secured Party shall be deemed to have granted its consent and such Grantor shall be permitted to abandon such Intellectual Property. Each Grantor shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. No Waiver. No course of dealing between either Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor, shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Grantors to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5,

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantors may not assign or delegate any of its rights of obligations under this Agreement.

15. Governing Law; Venue.

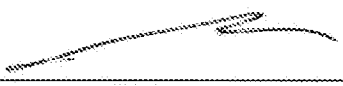
(a) THIS AGREEMENT HAS BEEN EXECUTED OR COMPLETED AND/OR IS TO BE PERFORMED IN NEW YORK, AND IT AND ALL TRANSACTIONS HEREUNDER OR PURSUANT HERETO SHALL BE GOVERNED AS TO INTERPRETATION, VALIDITY, EFFECT, RIGHTS, DUTIES AND REMEDIES OF THE PARTIES THEREUNDER AND IN ALL OTHER RESPECTS BY THE LAWS OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR IN ANY FEDERAL OR STATE COURT SITTING IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND SECURED PARTY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, SECURED PARTY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AS SECURED PARTY DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE INTELLECTUAL PROPERTY.

16. Waiver of Jury Trial. SECURED PARTY AND EACH GRANTOR EACH IRREVOCABLY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT BY ANY SUCH PERSON AGAINST ANOTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. SECURED PARTY AND EACH GRANTOR EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS,

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

GALAXE SOLUTIONS INC.
GALAXE SYSTEMS INC.

By: 
Name: Steve Weiss
Title: Secretary

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Shawn Gines
Title: Senior Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

BY:

GALAXE SOLUTIONS INC.
GALAXE SYSTEMS INC.

By: Steve A. Weiss

Name: Steve Weiss

Title: Secretary

ALERT:

WEBSTER BANK NATIONAL

WEBSTER BANK, NATIONAL ASSOCIATION

By:

Shawn Gines

Name: Shawn Gines

Title: Senior Managing Director

SCHEDULE A
Patents

Applicant/Owners	Status	Application Number	Filing Date	Publication No.
GalaxE.Solutions, Inc.	Pending	16/746,657	1/17/2020	20200236000
GalaxE.Solutions, Inc.	Pending	16/746,247	1/17/2020	20200234381
GalaxE.Solutions, Inc.	Pending	16/746,646	1/17/2020	20200234246
GalaxE.Solutions, Inc.	Pending	16/746,411	1/17/2020	20200234245
GalaxE.Solutions, Inc.	Pending	16/746,442	1/17/2020	20200234241
GalaxE.Solutions, Inc.	Pending	16/746,486	1/17/2020	20200234222
GalaxE.Solutions, Inc.	Pending	16/746,587	1/17/2020	20200234210
GalaxE.Solutions, Inc.	Pending	16/746,643	1/17/2020	20200233784
GalaxE.Solutions, Inc.	Pending	16/746,455	1/17/2020	20200233697
GalaxE.Solutions, Inc.	Pending	15/087,768	3/31/2016	20160291972

SCHEDULE B
Trademarks

Registrant/Owner	Trademark	Serial Number	Filing Date
Galaxe.Solutions, Inc.	GALAXE.SOLUTIONS	76407024	5/10/2002
Galaxy Systems, Inc.	GALAXY SYSTEMS	75483926	5/12/1998
Galaxe.Solutions, Inc.	GXDIGIFACT	97248601	2/1/2022
Galaxe.Solutions, Inc.	GXCORE	90294015	11/2/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO NASHVILLE	90137120	8/25/2020
Galaxe.Solutions, Inc.	O2M	90620413	4/2/2021
Galaxe.Solutions, Inc.	OUTSOURCE TO NASHVILLE	90137123	8/25/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO HARTFORD	90603303	3/25/2021
Galaxe.Solutions, Inc.	OUTSOURCE TO HARTFORD	90603296	3/25/2021
Galaxe.Solutions, Inc.	GXFOURCE	90192375	9/18/2020
Galaxe.Solutions, Inc.	GXQUALITY	88839390	3/18/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO USA	88879666	4/20/2020
Galaxe.Solutions, Inc.	GXTRACE	88839394	3/18/2020
Galaxe.Solutions, Inc.	GXWAVE	88839387	3/18/2020
Galaxe.Solutions, Inc.	GXPRIME	88838884	3/18/2020
Galaxe.Solutions, Inc.	GXDASH	88836304	3/16/2020
Galaxe.Solutions, Inc.	GXMAPS	88836301	3/16/2020
Galaxe.Solutions, Inc.	GXENGAGE	88838889	3/18/2020
Galaxe.Solutions, Inc.	GXCAPTURE	88837457	3/17/2020
Galaxe.Solutions, Inc.	RXWAVE	88837446	3/17/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO USA	88879682	4/20/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO USA	88879673	4/20/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO USA	88879668	4/20/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO ST. LOUIS	88939681	5/29/2020
Galaxe.Solutions, Inc.	OUTSOURCE 2 AMERICA	88903278	5/6/2020
Galaxe.Solutions, Inc.	O2A!	88853162	3/30/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO ST. LOUIS	88939671	5/29/2020
Galaxe.Solutions, Inc.	OUTSOURCE 2 AMERICA	88901744	5/5/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO AMERICA	88854861	3/31/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO AMERICA GALAXE.SOLUTIONS	88853427	3/30/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO AMERICA GALAXE.SOLUTIONS	88853423	3/30/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO...	88848738	3/26/2020
Galaxe.Solutions, Inc.	GXWORX	90182232	9/15/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO MILWAUKEE GALAXE.SOLUTIONS	88893820	
Galaxe.Solutions, Inc.	OUTSOURCE TO MILWAUKEE	88893817	
Galaxe.Solutions, Inc.	OUTSOURCE TO AMERICA	88863114	
Galaxe.Solutions, Inc.	GXRAY	88839376	
Galaxe.Solutions, Inc.	GXCARE	88837451	

Galaxe.Solutions, Inc.	GX 4 FOURCE	88837439	3/17/2020
Galaxe.Solutions, Inc.	GXCLAIMS	88837444	3/17/2020
Galaxe.Solutions, Inc.	GXINFRA	88836288	3/16/2020
Galaxe.Solutions, Inc.	OUTSOURCE TO DETROIT GALAXE.SOLUTIONS	85397726	8/15/2011
Galaxe.Solutions, Inc.	OUTSOURCE TO DETROIT	85397719	8/15/2011
Galaxe.Solutions, Inc.	OUTSOURCE TO DETROIT GALAXE.SOLUTIONS	85397706	8/15/2011
Galaxe.Solutions, Inc.	LOVE, DETROIT!	85912470	4/23/2013
Galaxe.Solutions, Inc.	GALAXE.SOLUTIONS	76407024	5/10/2002

SCHEDULE C
Copyrights

None