

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circuit Sub PBLLC		11/30/2021	public benefit limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. WASHINGTON STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4706241	EDX	
Registration Number:	4356580	EDX	
Registration Number:	5779976	EDX	
Registration Number:	4832465	OPEN EDX	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35613-137		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	12/02/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2021 (“Trademark Security Agreement”), made Circuit Sub PBLLC, a Delaware public benefit limited liability company (the “Grantor”), is in favor of Alter Domus (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to an Assumption Agreement, dated as of the date hereof, joining it to that certain Collateral Agreement dated as of June 28, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Assignee and Alter Domus (US) LLC, as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Collateral Agreement);

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

- (a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement. In the event that any provision of this Trademark

Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be lodged with the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.


GRANTOR:

CIRCUIT SUB PBLLC

By: *Paul S. Lalljie*
Paul S. Lalljie (Nov 22, 2021 17:29 EST)
Name: Paul S. Lalljie
Title: Chief Financial Officer

Accepted and Agreed:

Alter Domus (US) LLC, as Assignee

By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

TRADEMARKSTrademark Registrations and Applications

Credit Party	Mark	Reg. No.	Appl. No.
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX		917217535
Circuit Sub PBLLC	EDX	840320221	840320221
Circuit Sub PBLLC	EDX	917217594	917217594
Circuit Sub PBLLC	EDX	840320264	840320264
Circuit Sub PBLLC	EDX	TMA97102 9	1726532
Circuit Sub PBLLC	EDX		1959777
Circuit Sub PBLLC	OPEN EDX	TMA97102 0	1726535
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	EDX (and design)	13343082	13343082
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	302422890	302422890
Circuit Sub PBLLC	EDX	2421299	2421299
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	1354870	1322993
Circuit Sub PBLLC	EDX	1352387	1322994
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Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486

Circuit Sub PBLLC	EDX	1436001403	1436001403
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
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Circuit Sub PBLLC	OPEN EDX	1210486	1210486
Circuit Sub PBLLC	EDX	314066	314066
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Circuit Sub PBLLC	EDX (and design)	UK00913343082	13343082
Circuit Sub PBLLC	OPEN EDX	UK00901210486	1210486
Circuit Sub PBLLC	EDX	4706241	86027429
Circuit Sub PBLLC	EDX	4356580	85614776
Circuit Sub PBLLC	EDX	5779976	88173425
Circuit Sub PBLLC	OPEN EDX	4832465	86102003
Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
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Circuit Sub PBLLC	edX	1151580	1151580
Circuit Sub PBLLC	EDX	1486198	1486198
Circuit Sub PBLLC	OPEN EDX	1210486	1210486