

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703054

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900665099

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
11:11 Systems, Inc.		12/23/2021	Corporation:
Green Cloud Technologies, LLC		12/23/2021	Limited Liability Company:
Ilard Internet Solutions Corporation		12/23/2021	Corporation:

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association
Street Address:	5050 Kingsley Drive - MD 1MOC2A
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45227
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5106794	MSPCLOUD
Registration Number:	4270965	ILAND
Registration Number:	4270966	ILAND CLOUD INFRASTRUCTURE
Registration Number:	4270967	ILAND
Registration Number:	3936385	ILAND WORKFORCE CLOUD
Registration Number:	4004363	ILAND CONTINUITY CLOUD
Serial Number:	97138159	RETHINK CONNECTED
Serial Number:	97103135	11:11 SYSTEMS
Serial Number:	97103137	11:11 SYSTEMS

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 063435-0005

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 01/19/2022

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 23, 2021, by 11:11 Systems, Inc., a Delaware corporation, Green Cloud Technologies, LLC, a South Carolina limited liability company, and Iland Internet Solutions Corporation, a Texas corporation (each a “**Grantor**” and collectively the “**Grantors**”), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement (as defined below)) (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”), for the benefit of the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to that certain First Lien Pledge and Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Collateral 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit, in each case excluding any Excluded Assets (collectively, the “**Trademark Collateral**”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the

terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Electronic Execution. The words “delivery”, “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

11:11 SYSTEMS, INC.

By: 
Name: Brett Diamond
Title: Chief Executive Officer

GREEN CLOUD TECHNOLOGIES, LLC

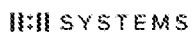

By: 
Name: Brett Diamond
Title: Chief Executive Officer

iLAND INTERNET SOLUTIONS CORPORATION

By: 
Name: Brett Diamond
Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application Number	Registration No.	Owner
RETHINK CONNECTED	97138159		11:11 Systems, Inc.
11:11 SYSTEMS	97103135		11:11 Systems, Inc.
11:11 SYSTEMS (and Design) 	97103137		11:11 Systems, Inc.
MSPCLOUD	86872827	5106794	Green Cloud Technologies, LLC
ILAND	85536357	4270965	Iland Internet Solutions Corporation
ILAND CLOUD INFRASTRUCTURE	85536376	4270966	Iland Internet Solutions Corporation
ILAND (and Design) 	85536380	4270967	Iland Internet Solutions Corporation
ILAND WORKFORCE CLOUD	77907239	3936385	Iland Internet Solutions Corporation
ILAND CONTINUITY CLOUD	77907262	4004363	Iland Internet Solutions Corporation