

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MGT of America Consulting, LLC		05/12/2022	Limited Liability Company: FLORIDA
Layer 3 Communications, LLC		05/12/2022	Limited Liability Company: GEORGIA
Davis Demographics & Planning, Inc.		05/12/2022	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	WhiteHorse Capital Management, LLC
<b>Street Address:</b>	1271 Avenue of the Americas
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	97121861	CIVITAS GROUP
<b>Serial Number:</b>	97093970	MGTCAP
<b>Registration Number:</b>	3515059	LAYER 3 COMMUNICATIONS
<b>Serial Number:</b>	88952851	BOUNDAREASE

## CORRESPONDENCE DATA

## Fax Number:

*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:** 714.668.6200  
**Email:** johnkline@paulhastings.com  
**Correspondent Name:** John Kline  
**Address Line 1:** 695 Town Center Drive  
**Address Line 2:** Seventeenth Floor  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>NAME OF SUBMITTER:</b>	John Kline
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TRADEMARK

REEL: 007720 FRAME: 0173

900694044

OP \$115.00 97121861

<b>SIGNATURE:</b>	/s/ John Kline
<b>DATE SIGNED:</b>	05/12/2022
<b>Total Attachments: 5</b> source=WhiteHorse_MGT - Intellectual Property Security Agreement (Trademarks) (Executed)#page1.tif source=WhiteHorse_MGT - Intellectual Property Security Agreement (Trademarks) (Executed)#page2.tif source=WhiteHorse_MGT - Intellectual Property Security Agreement (Trademarks) (Executed)#page3.tif source=WhiteHorse_MGT - Intellectual Property Security Agreement (Trademarks) (Executed)#page4.tif source=WhiteHorse_MGT - Intellectual Property Security Agreement (Trademarks) (Executed)#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 12, 2022 between each signatory hereto (collectively, the “**Grantors**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of May 12, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of Grantors’ right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

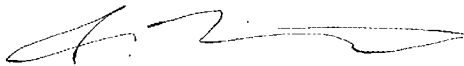
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

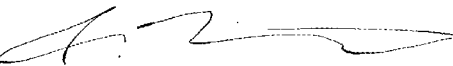
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**IN WITNESS WHEREOF**, Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

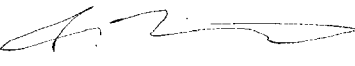
**MGT OF AMERICA CONSULTING, LLC**, a Florida limited liability company,  
as a Grantor

By:   
Name: A. Trey Traviesa  
Title: Manager


**LAYER 3 COMMUNICATIONS, LLC**, a Georgia limited liability company,  
as a Grantor

By:   
Name: A. Trey Traviesa  
Title: Manager

**DAVIS DEMOGRAPHICS & PLANNING, INC.**,  
a California corporation,  
as a Grantor

By:   
Name: A. Trey Traviesa  
Title: Chief Executive Officer/President

**WHITEHORSE CAPITAL MANAGEMENT, LLC,**  
as Collateral Agent

By:   
Name: Richard Siegel  
Title: Authorized Signatory

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
MGT of America Consulting, LLC	USA	CIVITAS GROUP	97121861	November 12, 2021	Pending
MGT of America Consulting, LLC (erroneously filed under MGT Consulting of America, LLC)	USA	MGTCAP	97-093,970	October 26, 2021	Pending
Layer 3 Communications, LLC	USA	LAYER 3 COMMUNICATIONS	3,515,059	September 19, 2007	October 14, 2008
Davis Demographics & Planning, Inc.	USA	BOUNDAREASE	88952851	June 8, 2020	Pending <sup>1</sup>

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<sup>1</sup> Trademark application is abandoned subject to revival at Borrower's discretion.