

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772068

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SKYBOX SECURITY, INC.		11/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 South Dearborn		
<b>Internal Address:</b>	Floor L2 Suite IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5680944	S SKYBOX SECURITY	
<b>Serial Number:</b>	88730035	SECURE MORE. LIMIT LESS.	
<b>Registration Number:</b>	5425711	SKYBOX	
<b>Registration Number:</b>	5461570	SKYBOX	
<b>Registration Number:</b>	5083266	S	
<b>Registration Number:</b>	5425710	SKYBOX SECURITY	
<b>Registration Number:</b>	5261883	TOTAL VISIBILITY. FOCUSED PROTECTION.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Jacob Pargament		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	125180.79		
<b>NAME OF SUBMITTER:</b>	Jacob Pargament		

CH \$190.00 5680944

<b>SIGNATURE:</b>	/Jacob Pargament/
<b>DATE SIGNED:</b>	12/06/2022
<b>Total Attachments: 5</b> source=JPM_Skybox - Trademark Security Agreement Executed#page1.tif source=JPM_Skybox - Trademark Security Agreement Executed#page2.tif source=JPM_Skybox - Trademark Security Agreement Executed#page3.tif source=JPM_Skybox - Trademark Security Agreement Executed#page4.tif source=JPM_Skybox - Trademark Security Agreement Executed#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 29, 2022, is made by SKYBOX SECURITY, INC., a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the Borrower, the Lenders party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now existing or hereafter acquired by or arising in favor of Grantor

all of its Trademarks, including those referred to on Schedule I hereto, excluding only Excluded Property (collectively, the “Trademark Collateral”)

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission (including "PDF") shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

**SKYBOX SECURITY, INC.**



By: Todd Hollands  
Name: Todd Hollands  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**JPMORGAN CHASE BANK, N.A.**

By: Melissa Bazal  
Name: Melissa Bazal  
Title: Authorized Officer

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Mark	Status	Application Number	Registration Number	Application Date	Registration Date	Granting Jurisdiction
S SKYBOX SECURITY and Design 	Registered	86-857500	5680944	12/22/2015	02/19/2019	United States of America
SECURE MORE. LIMIT LESS.	Allowed	88-730035		12/17/2019		United States of America
SKYBOX	Registered	85-827273	5425711	01/18/2013	03/20/2018	United States of America
SKYBOX	Registered	85-827341	5461570	01/18/2013	05/08/2018	United States of America
Skybox Design (Color) 	Registered	86-709893	5083266	07/30/2015	11/15/2016	United States of America
SKYBOX SECURITY and Design 	Registered	85-827217	5425710	01/18/2013	03/20/2018	United States of America
TOTAL VISIBILITY. FOCUSED PROTECTION.	Registered	86-857495	5261883	12/22/2015	08/08/2017	United States of America

**TRADEMARK REGISTRATIONS**