

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790003

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900746694		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elijah, LLC		01/20/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4802553	ECOLLECT	
Registration Number:	5389804	DART	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7146		
Email:	lgoode@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Lucas E. Goode/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185132		
NAME OF SUBMITTER:	LUCAS E. GOODE		
SIGNATURE:	/LUCAS E. GOODE/		
DATE SIGNED:	02/27/2023		
Total Attachments: 5			
source=Repario - Trademark Security Agreement Executed(51228112.2)#page1.tif			
source=Repario - Trademark Security Agreement Executed(51228112.2)#page2.tif			

source=Repario - Trademark Security Agreement Executed(51228112.2)#page3.tif
source=Repario - Trademark Security Agreement Executed(51228112.2)#page4.tif
source=Repario - Trademark Security Agreement Executed(51228112.2)#page5.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of January 20, 2023 (this “**Agreement**”), among ELIJAH, LLC, an Illinois limited liability company (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, COLLECTIVE SERVICES AND TECHNOLOGY, LLC, a Delaware limited liability company (the “**Parent Borrower**”), COLLECTIVE INTELLIGENCE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and L/C Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Parent Borrower, Holdings, the other Subsidiary Parties named therein and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

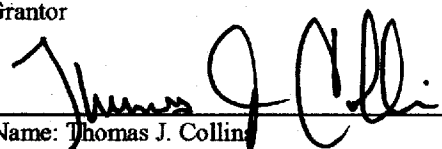
SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ELIJAH, LLC,
as the Grantor

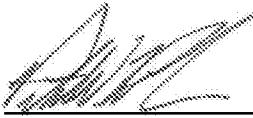
By: _____


Name: Thomas J. Collins
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007984 FRAME: 0490

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Peter W. Richer
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u>
ECOLLECT	USA	Elijah, LLC	4802553
DART	USA	Elijah, LLC	5389804