

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM808417

<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>
Clover Technologies Group, LLC		05/05/2023	Limited Liability Company: DELAWARE
Refurb Holdings, LLC		05/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1800 Century Park East		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5320920	V VALUTECH	
<b>Registration Number:</b>	4751999	CORPORATERENEW	
<b>Registration Number:</b>	4772009	CORPORATERENEW	
<b>Registration Number:</b>	6373497	RECONEXT	
<b>Registration Number:</b>	7026680	RECONEXT	
<b>Serial Number:</b>	90218281	RECONEXT	
<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>	714.668.6200		
<b>Email:</b>	johnkline@paulhastings.com		
<b>Correspondent Name:</b>	John Kline		
<b>Address Line 1:</b>	695 Town Center Drive		
<b>Address Line 2:</b>	Seventeenth Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 5320920

<b>NAME OF SUBMITTER:</b>	John Kline
<b>SIGNATURE:</b>	/s/ John Kline
<b>DATE SIGNED:</b>	05/05/2023
<b>Total Attachments: 8</b> source=Reconext - ABL IP Security Agreement#page1.tif source=Reconext - ABL IP Security Agreement#page2.tif source=Reconext - ABL IP Security Agreement#page3.tif source=Reconext - ABL IP Security Agreement#page4.tif source=Reconext - ABL IP Security Agreement#page5.tif source=Reconext - ABL IP Security Agreement#page6.tif source=Reconext - ABL IP Security Agreement#page7.tif source=Reconext - ABL IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated May 5, 2023 is among the Persons listed on the signature pages hereof (collectively, the "Grantors"), and Wells Fargo Bank, National Association, as collateral agent ("Wells Fargo") (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, 4L Technologies Inc., an Illinois corporation (the "Parent Borrower"), the Persons party to the Credit Agreement (as defined below) as a "Borrower" from time to time (collectively, with the Parent Borrower, "Borrowers" and "Borrower" means any one of them), 4L Topco Corporation, a Delaware corporation ("Holdings"), 4L Holdings Corporation, a Delaware corporation ("4L Holdings"), and the other Loan Parties party thereto from time to time, have entered into the ABL Credit and Guarantee Agreement, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements or Hedge Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements or Bank Product Agreements by the Bank Product Providers from time to time, each Grantor has executed and delivered that certain ABL Security Agreement, dated May 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the "Collateral"):

- a. all Patents, including, without limitation, those set forth in Schedule A hereto;
- b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in "intent-to-use" Trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C.

Section 1051 (the "Lanham Act"), prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any


conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

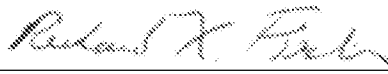
G. Intercreditor Agreement. SECTION 26 (ABL/FIRST LIEN *INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CLOVER TECHNOLOGIES GROUP, LLC**

By:   
Name: Richard X. Fischer  
Title: Secretary

**REFURB HOLDINGS, LLC**

By:   
Name: Richard X. Fischer  
Title: Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: Eleanore Munroe  
Name:  
Title: Authorized Signatory

Digitally signed by Eleanore Munroe  
Date: 2023.05.04 20:52:06 -07'00'

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008063 FRAME: 0469**

**PATENTS**

1. Issued Patents

None.

2. Patent Applications

None.



**SCHEDULE B**

**TRADEMARKS**

1. Registered Trademarks

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
V VALUTECH and Design 	United States	87210088 10/20/2016	5320920 10/31/2017	Registered	Clover Technologies Group, LLC
CORPORATE RENEW	United States	86430771 10/22/2014	4751999 6/9/2015	Registered	Clover Technologies Group, LLC
CORPORATE RENEW and Design 	United States	86430774 10/22/2014	4772009 7/14/2015	Registered	Clover Technologies Group, LLC
RECONEXT	United States	88338227 3/13/2019	6373497 6/1/2021	Registered	Refurb Holdings, LLC
RECONEXT and Design 	United States	90597122 3/23/2021	7026680 4/11/2023	Registered	Refurb Holdings, LLC

2. Trademark Applications

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
RECONEXT	United States	90218281 9/28/2020	-	Pending	Refurb Holdings, LLC

**COPYRIGHTS**

1. Registered Copyrights (OWNED BY, OR EXCLUSIVELY LICENSED TO, ANY GRANTOR):

None.

2. Copyright Applications:

None.