# CH \$465.00 323519

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM853750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EDGIO, INC.		11/14/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	LYNROCK LAKE MASTER FUND LP [LYNROCK LAKE PARTNERS LLC, ITS GENERAL PARTNER]
Street Address:	c/o Lynrock Lake LP, 2 International Drive
City:	Rye Brook
State/Country:	NEW YORK
Postal Code:	10573
Entity Type:	Limited Partnership: CAYMAN ISLANDS

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3235190	LIMELIGHT NETWORKS
Registration Number:	3252689	VOLICON
Registration Number:	3383693	OBSERVER
Registration Number:	3617047	LIMELIGHT NETWORKS
Registration Number:	3617048	
Registration Number:	3785138	EDGECAST
Registration Number:	4420039	APPLICATION DELIVERY NETWORK
Registration Number:	4508946	EDGECAST
Registration Number:	4524202	EDGECAST
Registration Number:	5249293	UPLYNK
Registration Number:	5683170	UPLYNK
Registration Number:	5732810	VOLICON
Registration Number:	5834326	VOLICON
Registration Number:	7160060	EDGECAST
Serial Number:	90907054	EDGECAST
Serial Number:	90907064	EDGECAST
Serial Number:	90907066	EDGECAST
Serial Number:	97762634	EDGIO

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900814286

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028874288

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:** 2028874000

**Email:** mbeyene@akingump.com, DC\_IPDocketing@AKINGUMP.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	699057.0012
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	11/15/2023

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 14, 2023, is entered into by the entities listed on the signature page hereto (each, a "Grantor") and LYNROCK LAKE MASTER FUND LP, as the lender under the Credit Agreement (as defined below) (in such capacity, the "Lender") pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Lender and each Grantor party thereto and the other parties party thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), by and among EDGIO, INC., a Delaware corporation, as borrower, and the Lender.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Lender a Lien and security interest in certain Collateral, including the United States registered Trademarks, and applications to register Trademarks set forth on <u>Schedule</u> A, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the Guarantee and Collateral Agreement, each Grantor and the Lender hereby agree as follows:

### 1. <u>Grant of Security Interest</u>

- (a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by each Grantor to the Lender pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Lender a Lien and security interest in all of such Grantor's rights, title and interest in, to and under the Trademark registrations and applications to register Trademarks comprising Collateral, including those set forth on Schedule A hereto and including all Proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations; provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets.
- (b) Notwithstanding anything herein to the contrary, this Agreement shall not operate as a grant of security interest or any assignment to the Lender of any intent to use trademark applications filed under 15 U.S.C. 1051(b) of the Trademark Act for which a statement of use has not been filed with and accepted by the United States Patent and Trademark Office and only to the extent such grant would impair the validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law. Upon the filing and acceptance of any such statement of use, the corresponding

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trademark application or registration issuing therefrom shall automatically be included in the aforementioned grant.

(c) In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern and nothing herein shall modify, amend, restrict, or limit the Lender's rights under the Guarantee and Collateral Agreement.

#### 2. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

#### 3. Recordation

This Agreement may be recorded with the United States Patent and Trademark Office or any other governmental offices as desired by the Lender and the Grantors shall provide all the necessary assistance to the Lender in connection with such recordation, including signing any other agreements.

#### 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

By:

**GRANTOR:** 

EDGIO, INC.

Richard Diegnan

Richard Diegnan Name: Title: **Authorized Officer** 

[Signature Page to Trademark Security Agreement (Term Loan)]

#### THE LENDER:

# LYNROCK LAKE MASTER FUND LP

By: Lynrock Lake Partners LLC, its general partner

By: Cynthia Paul

Title: Member

# Schedule A to TRADEMARK SECURITY AGREEMENT

## **Trademarks**

No.	Registration Number	Registration Date	Serial Number	Mark	Owner
1.	3235190	4/24/2007	78704683	LIMELIGHT NETWORKS	Edgio, Inc
2.	3252689	6/19/2007	76653619	VOLICON	Edgio, Inc
3.	3383693	2/19/2008	76654274	OBSERVER	Edgio, Inc
4.	3617047	5/5/2009	77377899	LIMELIGHT NETWORKS	Edgio, Inc
5.	3617048	5/5/2009	77377904	design	Edgio, Inc
6.	3785138	5/4/2010	77126752	EDGECAST	Edgio, Inc
7.	4420039	10/15/2013	85750875	APPLICATION DELIVERY NETWORK	Edgio, Inc
8.	4508946	4/8/2014	85741816	EDGECAST	Edgio, Inc
9.	4524202	5/6/2014	85741810	EDGECAST	Edgio, Inc
10	5249293	7/25/2017	87192519	UPLYNK	Edgio, Inc
11	5683170	2/26/2019	87600126	UPLYNK	Edgio, Inc
12	5732810	4/23/2019	88111897	VOLICON	Edgio, Inc
13	5834326	8/13/2019	88288301	VOLICON	Edgio, Inc
14	7160060	9/12/2023	90907050	EDGECAST	Edgio, Inc

# **Trademark Applications**

Serial No.	Filing Date	Trademark	Owner
90907054	8/27/2021	EDGECAST	Edgio, Inc
90907064	8/27/2021	EDGECAST	Edgio, Inc
90907066	8/27/2021	EDGECAST	Edgio, Inc

Schedule A

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97762634	1/20/2023	EDGIO	Edgio, Inc

**RECORDED: 11/15/2023**