

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI208375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGN IN SOLUTIONS INC.		05/02/2024	Corporation: DELAWARE
SIGN IN ENTERPRISE INC.		05/02/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Floor L2		
Internal Address:	Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	7228692	V	
Registration Number:	6276226	ZEROTOUCH	
Registration Number:	6276229	ZEROTOUCH	
Registration Number:	5936035	TRACTION GUEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127288000		
Email:	IPDocketing@willkie.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York , NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180.00159		
NAME OF SUBMITTER:	HEATHER SCHNEIDER		
SIGNATURE:	HEATHER SCHNEIDER		
DATE SIGNED:	05/07/2024		

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Total Attachments: 4

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US TRADEMARK SECURITY AGREEMENT

THIS US TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2024, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 2, 2024 (including all exhibits and schedules thereto, as the same may be amended, restated, amended and restated, extended, refinanced and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among SIGN IN SOLUTIONS INC., a Delaware corporation (the “**Borrower**”), SHIELDCO INTERMEDIATE INC., a Delaware corporation (“**Holdings**”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the US Security Agreement, dated as of May 2, 2024, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises in the Credit Agreement and the Security Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the “**Trademark Collateral**”):

(a) all of its United States Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing or otherwise with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this US Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest 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 any conflict between any provision of the Security Agreement and any provision of this US Trademark Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Security Agreement.

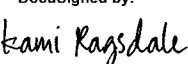
Section 5. Counterparts. This US Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this US Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). Section 8.12 of the Security Agreement applies herein *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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


SIGN IN SOLUTIONS INC.
SIGN IN ENTERPRISE INC.
as Grantors

DocuSigned by:
By: 
AC351EFD53E049A
Name: Kami Ragsdale
Title: Chief Financial Officer

SCHEDULE I
TO
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner Name	App. Date	App. No.	Reg. Date	Reg. Number
V 	Sign in Solutions Inc.	10/8/2022	97624279	11/28/2023	7228692
ZEROTOUCH	Traction Guest Inc. (n/k/a Sign In Enterprise Inc.)	7/10/2020	90045410	2/23/2021	6276226
ZEROTOUCH	Traction Guest Inc. (n/k/a Sign In Enterprise Inc.)	7/10/2020	90045451	2/23/2021	6276229
TRACTION GUEST	Traction Guest Inc. (n/k/a Sign In Enterprise Inc.)	4/18/2019	88392598	12/17/2019	5936035

2. TRADEMARK APPLICATIONS

None.