# OP \$40.00 4896982

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478981

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Grant of a Security Interest Trademarks	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bold Technologies Ltd.		06/21/2018	Corporation: COLORADO

### **RECEIVING PARTY DATA**

Name:	TPG Specialty Lending, Inc., as Collateral Agent		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4896982	MANITOU

### **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	058423-0006
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/21/2018

## **Total Attachments: 3**

source=Paysimple - Trademark Security Agreement (Bold) Executed#page1.tif source=Paysimple - Trademark Security Agreement (Bold) Executed#page2.tif source=Paysimple - Trademark Security Agreement (Bold) Executed#page3.tif

TRADEMARK 900455506 REEL: 006360 FRAME: 0834

### GRANT OF A SECURITY INTEREST -- TRADEMARKS

June 21, 2018

WHEREAS, BOLD TECHNOLOGIES LTD., a Colorado corporation (the "<u>Grantor</u>"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

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BOLD TECHNOLOGIES LTD/

By:

Name: Marc Thompson
Title: Chief Financial Officer

TRADEMARK
REEL: 006360 FRAME: 0836

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	International Class	Application No. Filing Date	Registration No. Registration Date
MANITOU	9	85911883	4896982
		23-APR-2013	09-FEB-2016

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**RECORDED: 06/21/2018** 

TRADEMARK REEL: 006360 FRAME: 0837