

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484040

<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>
Independent Technologies, LLC		07/31/2018	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medley Capital LLC, as Administrative Agent		
<b>Street Address:</b>	280 Park Avenue, 6th Floor East		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1490526	WINTEL	
<b>Registration Number:</b>	1624633	WESROC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	07/31/2018		
<b>Total Attachments: 4</b>			
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**NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of July 31, 2018, by and among INDEPENDENT TECHNOLOGIES, LLC (the “*Grantor*”) and MEDLEY CAPITAL LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 31, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on *Schedule A* hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

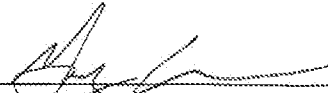
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest shall be governed by and construed in accordance with, the law of the State of New York.


IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

INDEPENDENT TECHNOLOGIES, LLC

By:   
Name: Geoff Evans  
Title: Secretary

ADMINISTRATIVE AGENT:

**MEDLEY CAPITAL LLC**, as Administrative Agent

By: 

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

**SCHEDULE A  
TO  
NOTICE OF GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
WINTEL	73/686,015	9/24/1987	1,490,526	5/31/1988	Independent Technologies, Inc.
WESROC	74/034,269	3/5/1990	1,624,633	11/27/1990	Independent Technologies, Inc.