

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succeeding Agent and Assignment of Security Interest (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIVE POINTS MEZZANINE FUND III, L.P. AS ADMINISTRATIVE AGENT		08/31/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A., as Administrative Agent		
Street Address:	2800 Post Oak Boulevard		
Internal Address:	suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3953698	LEWELLYN TECHNOLOGY WE IMPROVE WORKPLACE	
Serial Number:	87688813	LEWELLYN TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	043167.005		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	09/05/2018		

OP \$65.00 3953698

Total Attachments: 6

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**NOTICE OF SUCCEEDING AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCEEDING AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) (this “**Notice**”) is made as of August 31, 2018, by and between FIVE POINTS MEZZANINE FUND III, L.P., as administrative agent (“**Administrative Agent**”) under the Credit Agreement (as defined below) and Resigning Administrative Agent pursuant to the Agency Assignment Agreement (defined below) (the “**Resigning Agent**”), and CADENCE BANK, N.A., as Succeeding Administrative Agent pursuant to the Agency Assignment Agreement (defined below) (the “**Succeeding Agent**”), and Lewellyn Technology, LLC, a Delaware limited liability company (the “**Borrower**”). All capitalized terms used in this Notice and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement (as defined below) as the context requires.

WHEREAS, the Borrower, the Administrative Agent, and others parties thereto are parties to that certain Credit Agreement dated as of November 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to the Loan Documents, the Borrower granted to the Administrative Agent a security interest in certain collateral;

WHEREAS, the Borrower and the Administrative Agent entered into the Notices of Grant of Security Interest as identified on Schedule A attached hereto (the “IP Notices”);

WHEREAS, the IP Notices were recorded with the United States Patent and Trademark Office and United States Copyright Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Agency Assignment Agreement dated as of the same date hereof entered into by and among the Resigning Agent and the Succeeding Agent (the “Agency Assignment Agreement”) the Resigning Agent resigned as, and Succeeding Agent was appointed and accepted appointment as, the Administrative Agent under the Credit Agreement and all other Loan Documents, with all of rights, remedies, duties and other obligations of the Administrative Agent under the Credit Agreement and each of the Loan Documents, including in and to the IP Notices.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the Resigning Agent and Succeeding Agent agree as follows:

1. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Assignment Agreement, the Resigning Agent has ceased to be the Administrative Agent under the Credit Agreement and all other Loan Documents and is succeeded to and replaced by the Succeeding Agent as Administrative Agent under the Credit Agreement and all other Loan Documents, and the Resigning Agent assigned and delegated to the Succeeding Agent all of the Resigning Agent’s respective rights, remedies, duties and other obligations under the Credit Agreement and each of the Loan Documents thereunder, including, without limitation, in its respective capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Resigning Agent was granted Liens on any real or personal property of any Loan Party or any other entity as security for all or any of the Obligations defined in the Credit Agreement, including in and to the Collateral scheduled on the IP Notices. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent, including the IP Notice and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Succeeding Agent.

2. Incorporation. All terms set forth in the Agency Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Assignment Agreement, the terms set forth in Agency Assignment Agreement shall control.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

FIVE POINTS MEZZANINE FUND III, L.P., as the
Resigning Administrative Agent

By: Five Points Mezzanine Advisors III, LLC, its
general partner

By: Martin P. Gilmore
Name: Martin P. Gilmore
Title: Manager

SUCCEEDING AGENT:

CADENCE BANK, N.A.,
as the Succeeding Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and Consented:
BORROWER:

LEWELLYN TECHNOLOGY, LLC,
a Delaware limited liability company,
as the Borrower

By: _____
Name: Christopher K. Jones
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

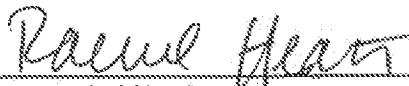
FIVE POINTS MEZZANINE FUND III, L.P., as the
Resigning Administrative Agent

By: Five Points Mezzanine Advisors III, LLC, its
general partner

By: _____
Name: _____
Title: _____

SUCCEEDING AGENT:

CADENCE BANK, N.A.,
as the Succeeding Administrative Agent

By:  _____
Name: Rachel Heath
Title: Vice President

Acknowledged and Consented:
BORROWER:

LEWELLYN TECHNOLOGY, LLC,
a Delaware limited liability company,
as the Borrower

By: _____
Name: Christopher K. Jones
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

FIVE POINTS MEZZANINE FUND III, L.P., as the Resigning Administrative Agent

By: Five Points Mezzanine Advisors III, LLC, its general partner

By: _____
Name: _____
Title: _____

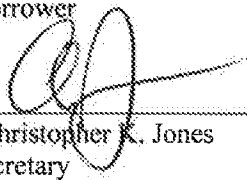
SUCCEEDING AGENT:

CADENCE BANK, N.A., as the Succeeding Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and Consented:
BORROWER:

LEWELLYN TECHNOLOGY, LLC, a Delaware limited liability company, as the Borrower

By: 
Name: Christopher K. Jones
Title: Secretary

Schedule A

Notice of Grant of Security Interest In Trademarks
Granted by Lewellyn Technology, LLC
In Favor of Five Points Mezzanine Fund III, L.P.
Recorded November 20, 2017 at Reel 6209 Frame 0178

Trademark Registration

Mark	Reg. No.	Reg. Date
LEWELLYN TECHNOLOGY WE IMPROVE WORKPLACE SAFETY & PERFORMANCE (Stylized)	3953698	05/03/11

Notice of Grant of Security Interest In Trademarks
Granted by Lewellyn Technology, LLC
In Favor of Five Points Mezzanine Fund III, L.P.
Recorded December 28, 2017 at Reel 6237 Frame 0678

Trademark Application

Mark	Appl. No.	Filing Date
LEWELLYN TECHNOLOGY (Stylized)	87688813	11/17/17

Notice of Grant of Security Interest In Copyrights
Granted by Lewellyn Technology, LLC
In Favor of Five Points Mezzanine Fund III, L.P.
Recorded December 8, 2017 at Volume 9953 Doc. No. 477

Copyright Registrations

Title	Reg. No.	Reg. Date
Arc Flash Study	TX0007552447	06/20/12
ARC FLASH STUDY – 2007	TX0007552445	06/20/12
Basic Industrial Electricity I – 2001	TX0007552432	06/20/12
BASIC INDUSTRIAL ELECTRICITY I - 2011	TX0007552178	06/20/12
BASIC INDUSTRIAL ELECTRICITY II 2001	TX0007552391	06/20/12
BASIC INDUSTRIAL ELECTRICITY I - 2005	TX0007552420	06/20/12
Fundamentals of Troubleshooting Automated Equipment - 2001	TX0007552438	06/20/12
Fundamentals of Troubleshooting Automated Equipment - 2001	TX0007555825	06/20/12
HANDS ON ELECTRICAL TROUBLESHOOTING -2006	TX0007552160	06/20/12
HANDS ON ELECTRICAL TROUBLESHOOTING - 2001	TX0007538902	06/20/12