

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGMATEK SYSTEMS, LLC		10/12/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5417443	SIGMANEST	
Registration Number:	4601319	SIGMAMRP	
Registration Number:	4518673	BHQ	
Registration Number:	4026201	IPIERCE	
Registration Number:	3943963	SIGMATUBE	
Registration Number:	2935097	SOLIDNEST	
Registration Number:	2157967	SIGMATEK	
Registration Number:	2139942	SIGMANEST	
Registration Number:	2110244	NEST WITH THE BEST	
Serial Number:	87559779	SUPERNEST	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$265.00 5417443

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1003166 TM

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 10/12/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of October 12, 2018, is made by and between **SIGMATEK SYSTEMS, LLC**, an Ohio limited liability company (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms 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, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule 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, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Guarantee and Collateral Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, including, without limitation, any of the foregoing referred to on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. 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.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

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

4. Counterparts

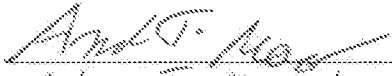
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent


By: 
Name: Andrew T. Merget
Title: Vice President

Address of Assignee:

Silicon Valley Bank
275 Grove Street
Newton, Massachusetts 02466
Attention: Mr. Andrew Merget
Email: AMerget@svb.com

GRANTOR:


SIGMATEK SYSTEMS, LLC

By: 
Name: Morad Elhafed
Title: President

Address of Grantor:

1 Marina Park Drive, 11th Floor
Boston, Massachusetts 02210
Attention: Mr. Satoshi Harris-Koizumi
Facsimile No.: 617-948-3661
Email: sharris@battery.com

SCHEDULE A - Registered Trademarks

Jurisdiction	Registration Number / Registration Date / Filing Date	Registered Owner	Mark
USPTO	Registered App 08-AUG-2017 Reg 06-MAR-2018 App 87559787 Reg 5417443 First Used: 1998 (IC 09) In Commerce: 1998	Sigmatek Systems, LLC	SIGMANEST Cross References: SIGMA NEST 
USPTO	Registered App 12-FEB-2014 Reg 09-SEP-2014 App 86191283 Reg 4601319 First Used: 10-JAN-2012 (IC 09) In Commerce: 10-JAN- 2012	Sigmatek Systems, LLC Ohio Limited Liability Co. 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	SIGMAMRP Cross References: SIGMA MRP SIGMAMRP
USPTO	Registered App 13-NOV-2012 Reg 22-APR-2014 App 85777705 Reg 4518673 First Used: 16-DEC-2013 (IC 09) In Commerce: 16-DEC- 2013	Sigmatek Systems, LLC Ohio Limited Liability Co. 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	BHQ BHQ
USPTO	Registered App 22-FEB-2011 Reg 13-SEP-2011 App 85248290 Reg 4026201 First Used: 30-DEC-2010 (IC 09) In Commerce: 30-DEC- 2010	Sigmatek Systems, LLC Ohio Limited Liability Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	IPIERCE Cross References: I PIERCE IPIERCE
USPTO	Registered App 11-AUG-2010	Sigmatek Systems, LLC Ohio Limited Liability	SIGMATUBE Cross References: SIGMA

Jurisdiction	Registration Number / Registration Date / Filing Date	Registered Owner	Mark
	Reg 12-APR-2011 App 85104677 Reg 3943963 First Used: MAR-2008 (IC 09) In Commerce: MAR-2008	Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	TUBE SIGMATUBE
USPTO	Renewed (Registered) App 17-Mar-2004 Reg 22-Mar-2005 App 78386133 Reg 2935097 First Used: 2003 (Ic 09) In Commerce: 2003	Sigmatek Systems, LLC Ohio Limited Liability Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	SOLIDNEST Cross References: SOLID NEST SolidNEST
USPTO	Renewed (Registered) App 01-May-1995 Reg 19-May-1998 App 74668661 Reg 2157967 First Used: 28-May-1993 (Ic 09) In Commerce: 28-May-1993	Sigmatek Systems, LLC Ohio Limited Liability Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	SIGMATEK
USPTO	Renewed (Registered) App 01-May-1995 Reg 03-Mar-1998 App 74668662 Reg 2139942 First Used: 28-May-1993 (Ic 09) In Commerce: 28-May-1993	Sigmatek Systems, LLC Ohio Limited Liability Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	SIGMANEST
USPTO	Renewed (Registered) App 01-May-1995 Reg 04-Nov-1997 App 74668663 Reg 2110244 First Used: 01-Mar-1995 (Ic 09) In Commerce: 17-Mar-1995	Sigmatek Systems, LLC Ohio Limited Liability Company 1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	NEST WITH THE BEST
USPTO	Published (Pending) App 08-Aug-2017 App 87559779	Sigmatek Systems, LLC Ohio Limited Liability Co.	SUPERNEST Cross References: SUPER NEST

Jurisdiction	Registration Number / Registration Date / Filing Date	Registered Owner	Mark
	First Used: Sep-2016 (1c 09) In Commerce: Sep-2016	1445 Kemper Meadow Drive Cincinnati, Ohio, 45240	SUPERNEST