

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meyers Research, LLC		12/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4533504	BUILDING KNOWLEDGE ON-THE-GO.	
Registration Number:	4927915	BUILDING KNOWLEDGE ON-THE-GO.	
Registration Number:	4927916	BUILDING KNOWLEDGE ON-THE-GO.	
Registration Number:	4927917	BUILDING KNOWLEDGE ON-THE-GO.	
Registration Number:	4533408	BUILDING KNOWLEDGE ON-THE-GO.	
Registration Number:	4445109	ZONDA	
Registration Number:	4502974	ZONDA	
Registration Number:	4492360	ZONDA	
Registration Number:	4492361	ZONDA	
Registration Number:	4452541	ZONDA	
Registration Number:	4452621	Z ZONDA	
Registration Number:	4503132	Z ZONDA	
Registration Number:	4492501	Z ZONDA	
Registration Number:	4496173	Z ZONDA	
Registration Number:	4452624	Z ZONDA	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Becky L. Troutman, c/o Winston & Strawn
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	014044.00103
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NAME OF SUBMITTER:	Sandra Owen
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SIGNATURE:	/Sandra Owen/
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DATE SIGNED:	12/27/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 24, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Trademark Security Agreement*”), is made by the entities identified as grantors on the signature pages hereto (individually, a “*Grantor*” and, collectively, the “*Grantors*”) in favor of Barings Finance LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 10, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”); *provided* that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

MEYERS RESEARCH, LLC

By:



Name: Jeffrey Meyers

Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 006509 FRAME: 0810

BARINGS FINANCE LLC,
as Administrative Agent

By:

Name:


Brady Sutton

Title:

Managing Director

Trademark Security Agreement



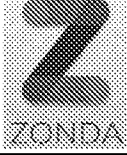


TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached]

Trademarks

#	Owner	Mark	Serial/Reg. Number	Filing/Registration Date	Int'l Class	Status
1.	Meyers Research, LLC	BUILDING KNOWLEDGE ON-THE-GO	Serial No. 86/087,435 Reg. No. 4,533,504	Filing Date 10/9/2013 Reg. Date 5/20/2014	9	Registered
2.	Meyers Research, LLC	BUILDING KNOWLEDGE ON-THE-GO	Serial No. 86/087,457 Reg. No. 4,927,915	Filing Date 10/9/2013 Reg. Date 3/29/2016	35	Registered
3.	Meyers Research, LLC	BUILDING KNOWLEDGE ON-THE-GO	Serial No. 86/087,465 Reg. No. 4,927,916	Filing Date 10/9/2013 Reg. Date 3/29/2016	36	Registered
4.	Meyers Research, LLC	BUILDING KNOWLEDGE ON-THE-GO	Serial No. 86/087,476 Reg. No. 4,927,917	Filing Date 10/9/2013 Reg. Date 3/29/2016	39	Registered
5.	Meyers Research, LLC	BUILDING KNOWLEDGE ON-THE-GO	Serial No. 86/086,255 Reg. No. 4,533,408	Filing Date 10/8/2013 Reg. Date 5/20/2014	42	Registered
6.	Meyers Research, LLC	ZONDA	Serial No. 85/827,183 Reg. No. 4,445,109	Filing Date 1/18/2013 Reg. Date 12/3/2013	9	Registered
7.	Meyers Research, LLC	ZONDA	Serial No. 85/827,256 Reg. No. 4,502,974	Filing Date 1/18/2013 Reg. Date 3/25/2014	35	Registered
8.	Meyers Research, LLC	ZONDA	Serial No. 85/827,293 Reg. No. 4,492,360	Filing Date 1/18/2013 Reg. Date 3/4/2014	36	Registered
9.	Meyers Research, LLC	ZONDA	Serial No. 85/827,316 Reg. No. 4,492,361	Filing Date 1/18/2013 Reg. Date 3/4/2014	39	Registered
10.	Meyers Research, LLC	ZONDA	Serial No. 85/827,327 Reg. No. 4,452,541	Filing Date 1/18/2013 Reg. Date 12/17/2013	42	Registered
11.	Meyers Research, LLC	Z ZONDA Logo 	Serial No. 85/881,678 Reg. No. 4,452,621	Filing Date 3/20/2013 Reg. Date 12/17/2013	9	Registered
12.	Meyers Research, LLC	Z ZONDA Logo 	Serial No. 85/884,073 Reg. No. 4,503,132	Filing Date 3/22/2013 Reg. Date 3/25/2014	35	Registered
13.	Meyers Research, LLC	Z ZONDA Logo 	Serial No. 85/890,518 Reg. No. 4,492,501	Filing Date 3/29/2013 Reg. Date 3/4/2014	36	Registered
14.	Meyers Research, LLC	Z ZONDA Logo 	Serial No. 85/884,228 Reg. No. 4,496,173	Filing Date 3/22/2013 Reg. Date 3/11/2014	39	Registered
15.	Meyers Research, LLC	Z ZONDA Logo 	Serial No. 85/890,559 Reg. No. 4,452,624	Filing Date 3/29/2013 Reg. Date 12/17/2013	42	Registered

TRADEMARK

RECORDED: 12/27/2018

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