

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELITE SEM INC.		08/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation, as Administrative Agent		
Street Address:	5400 LBJ Freeway		
Internal Address:	Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87645592	EMAIL APTITUDE	
Serial Number:	87645590	EMAIL APTITUDE	
Registration Number:	5469682	E A	
CORRESPONDENCE DATA			
Fax Number:	8323978053		
<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:	7132172866		
Email:	joel.fine@tklaw.com		
Correspondent Name:	Joel J. Fine		
Address Line 1:	811 Main Street		
Address Line 2:	Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Joel J. Fine		
SIGNATURE:	/s/ Joel J. Fine		
DATE SIGNED:	11/02/2018		
Total Attachments: 6			
source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page1.tif			
source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page2.tif			

OP \$90.00 87645592

source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page3.tif

source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page4.tif

source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page5.tif

source=Collateral Assignment of Trademarks [Elite SEM] [Executed 8-31-18]#page6.tif

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 31, 2018 (“Agreement”), between ELITE SEM INC., a Delaware corporation (together with its successors and assigns, the “Assignor”), and CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of February 1, 2017 (as amended by Amendment No. 1 to Credit Agreement, dated as of October 31, 2017, Amendment No. 2 to Credit Agreement, dated as of May 1, 2018, and Amendment No. 3 to Credit Agreement, dated as of the date hereof, and as further amended, restated or otherwise modified from time to time, the “Credit Agreement”), among Assignor, as the Borrower (as defined therein), ELITE SEM HOLDINGS, LP, as a Credit Party (as defined therein), the subsidiary guarantors from time to time party thereto, the lenders party thereto (the “Lenders”), the Administrative Agent, and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as a Lender and the revolving credit facility agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of February 1, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Governing Law; Venue. (a) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ITS CONFLICTS OF LAWS RULES.** Any legal action or proceeding with respect to this Agreement may be brought in any state or federal court located within New York County, State of New York, and any appellate court from any thereof, and, by execution and delivery of this Agreement, the Assignor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Assignor hereby irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered mail, return receipt requested, to its address

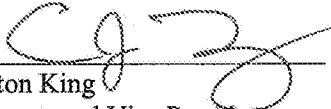
provided herein, such service to become effective 30 days after such mailing, or such earlier time as may be provided by applicable law. Nothing herein shall affect the right of the Administrative Agent or any Secured Creditor to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Assignor in any other jurisdiction.

(b) The Assignor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any other Loan Document brought in the courts referred to in Section 4(a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Blank — Signature Page Follows]

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

ELITE SEM INC.

By: 
Name: Colton King
Title: Chairman and Vice President

Accepted and acknowledged by:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Douglas M. Kelley
Title: Managing Director

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 006514 FRAME: 0244

Schedule A
to Collateral Assignment of
Trademarks

Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Filing Jurisdiction</u>	<u>Date of Expiration</u>
EA (design mark)	5,469,682	May 15, 2018	Elite SEM Inc.	United States	May 15, 2024

Pending Trademark Applications:

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Filing Jurisdiction</u>	<u>Date of Publication</u>
EMAIL APTITUDE (word mark)	87645592	October 13, 2017	Elite SEM Inc.	United States	March 20, 2018
EMAIL APTITUDE (combination mark)	87645590	October 13, 2017	Elite SEM Inc.	United States	March 20, 2018