

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERITECH SYSTEMS, LLC		01/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RESOLUTE CAPITAL PARTNERS FUND IV, L.P.		
Street Address:	20 Burton Hills Blvd.		
Internal Address:	Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1692698	CLEANTECH	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	01/11/2019		
Total Attachments: 4			
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THIS TRADEMARK SECURITY AGREEMENT IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF JANUARY 11, 2019, BETWEEN ZB, N.A. DBA VECTRA BANK COLORADO AND RESOLUTE CAPITAL PARTNERS FUND IV, L.P.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2019, is made by and between Meritech Systems, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of Resolute Capital Partners Fund IV, L.P., a Delaware limited partnership (“*Grantee*”).

WITNESSETH:

WHEREAS, Grantor, Meritech Holdings, LLC, a Delaware limited liability company, and Grantee have entered into a Note Purchase Agreement, dated as of January 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”);

WHEREAS, the Grantor is party to a Security Agreement dated as of January 11, 2019 in favor of Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Note Purchase Agreement and to purchase the Note from Grantor thereunder, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Grantee, and grants to the Grantee a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Trademark Collateral*”):

a. all of its Trademarks and all Trademark Licenses providing **FOR THE GRANT BY OR TO** the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Grantee.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee 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 Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without reference to conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Law). In addition, the provisions of Sections 15.10 and 15.12, of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Page Follows]

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

MERITECH SYSTEMS, LLC, as Grantor

By: Joel Pokorney
Name: Joel Pokorney
Title: Responsible Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. **REGISTERED TRADEMARKS**

Trademark	Registration No.	Registration Date	Jurisdiction
CLEANTECH	1692698	06/9/1992	USA

B. **TRADEMARK APPLICATIONS**

None.

C. **TRADEMARK LICENSES**

None.