

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519046

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|---|----------------------------------|-------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ROCK SOLID TECHNOLOGIES, INC. | | 03/27/2019 | Corporation: PUERTO RICO |
| RECEIVING PARTY DATA | | | |
| Name: | Banco Popular de Puerto Rico | | |
| Street Address: | 208 Ponce de Leon Avenue | | |
| Internal Address: | 6th Floor Popular Center | | |
| City: | San Juan | | |
| State/Country: | PUERTO RICO | | |
| Postal Code: | 00918 | | |
| Entity Type: | Banking Corporation: PUERTO RICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4894539 | ROCK SOLID TECHNOLOGIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 7872741212 | | |
| Email: | mtrelles@pmalaw.com | | |
| Correspondent Name: | Maria D. Trelles | | |
| Address Line 1: | 208 Ponce de León Avenue | | |
| Address Line 2: | Popular Center 19th Floor | | |
| Address Line 4: | San Juan, PUERTO RICO 00918 | | |
| NAME OF SUBMITTER: | Maria D. Trelles | | |
| SIGNATURE: | /Maria D. Trelles/ | | |
| DATE SIGNED: | 04/15/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019 by **ROCK SOLID TECHNOLOGIES, INC.**, a corporation organized under the laws of the Commonwealth of Puerto Rico (the “**Grantor**”), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, Pledge and Assignment dated March 29, 2019 (the “**Security Agreement**”) in favor of the Administrative Agent 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 Lenders to make the Advances under the Credit Agreement, the Grantor hereby agrees 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 in Trademarks. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments under the terms of the Credit Agreement, and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding

upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, any Lender may assign or otherwise transfer any Note held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by portable document format (.pdf) or other electronic communication shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of any such agreement by pdf or other electronic communication shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[Signature Page Follows]

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

ROCK SOLID TECHNOLOGIES, INC.

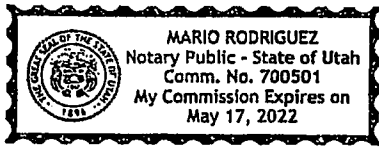
By: *Richard C. Brown*

Name: Richard C. Brown
Title: President, Chief Executive Officer, Treasurer and Secretary

STATE OF Utah)
) ss.:
COUNTY OF Summit)

This instrument was acknowledged before me this 27 day of March, 2019, by Richard C. Brown, as CEO for Rock Solid Technologies, Inc., whom I personally know or have duly identified.

(Notarial Seal)




Mario Rodriguez
Notary Public

[PLEASE ATTACH COUNTY CLERK'S CERTIFICATE OR ITS EQUIVALENT]

[Grantor Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: 
Name: Marvin Díaz Garratón
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------------|--------------------------------|-------------------------|
| Rock Solid Technologies, Inc. | 4,894,539 | Rock Solid Technologies |