

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METROTECH CORPORATION D/B/A VIVAX-METROTECH CORPORATION		06/05/2019	Corporation: CALIFORNIA
VXMT CORPORATION		06/05/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	333 South Grand Avenue
Internal Address:	12th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4956193	VSCAN
Registration Number:	4936947	VIVAX METROTECH
Registration Number:	3657118	MYLOCATOR
Registration Number:	3604960	
Registration Number:	3645505	METROTECH
Registration Number:	3645504	METROTECH

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125


Address Line 4: Columbus, OHIO 43219

TRADEMARK

NAME OF SUBMITTER:	Robin Riley
SIGNATURE:	/Robin Riley/
DATE SIGNED:	06/13/2019
Total Attachments: 7 source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page1.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page2.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page3.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page4.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page5.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page6.tif source=Metrotech - Trademark Security Agmt with Cover Page for Recording#page7.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): <u>METROTECH CORPORATION D/B/A VIVAX-METROTECH CORPORATION</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company Citizenship: <u>CA</u> Execution Date(s): <u>June 5, 2019</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Wells Fargo Bank, National Association</u> Internal Address: Street Address: <u>333 South Grand Avenue, 12th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Country: <u>USA</u> Zip: <u>90071</u> <input checked="" type="checkbox"/> Association Citizenship: <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other <u>Bank</u> Citizenship: <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Trademark Security Agreement</u>			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Robin Riley</u> Internal Address: <u>Otterbourg P.C.</u> Street Address: <u>230 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10169</u> Phone Number: <u>212-905-3705</u> Fax Number: Email Address: <u>rriley@otterbourg.com</u>		6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name:	
9. Signature:  Signature		<u>June 12, 2019</u> Date Total number of pages including cover sheet, attachments, and document: 7	
Robin Riley Name of Person Signing Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450			

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
VXMT CORPORATION	Delaware	Corporation	USA-Delaware

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of June 5, 2019, is made by **METROTECH CORPORATION D/B/A VIVAX-METROTECH CORPORATION**, a California corporation ("Metrotech"), **VXMT CORPORATION**, a Delaware corporation ("VXMI"), and together with Metrotech, individually and collectively, jointly and severally, "Grantor") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule I hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

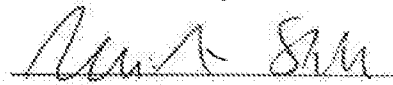
[Signature page follows]

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

**METROTECH CORPORATION D/B/A
VIVAX-METROTECH CORPORATION, as a
Grantor**

By: 
Name: Christian Stolz
Title: Chief Executive Officer

VXMT CORPORATION, as a Grantor

By: 
Name: Christian Stolz
Title: President

AGREED TO AND ACCEPTED:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender**

By: _____
Name: Robert Ostrowe
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006669 FRAME: 0174**

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

**METROTECH CORPORATION D/B/A
VIVAX-METROTECH CORPORATION**, as a
Grantor


By: _____
Name: Christian Stolz
Title: Chief Executive Officer

VXMT CORPORATION, as a Grantor

By: _____
Name: Christian Stolz
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By:  _____
Name: Robert Ostrowe
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006669 FRAME: 0175**

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark Description</u>	<u>Serial No.</u>	<u>Registration Date</u>
VSCAN	4956193	5/10/2016
VIVAX METROTECH	4936947	4/12/2016
MYLOCATOR	3657118	7/21/2009
Design Mark: An Arrow with a dot underneath in a box	3604960	4/14/2009
METROTECH	3645505	6/30/2009
METROTECH	3645504	6/30/2009

3695394.2

[Schedule 1 - Trademark Security Agreement]

RECORDED: 06/13/2019

TRADEMARK
REEL: 006669 FRAME: 0176