

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533692

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900507989

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altamira Merger Sub, Inc.		07/24/2019	Corporation: DELAWARE
Altamira Technologies Corporation		07/24/2019	Corporation: DELAWARE
Altamira Intermediate Company II, Inc.		07/24/2019	Corporation: DELAWARE
APG Technologies, LLC		07/24/2019	Limited Liability Company: VIRGINIA
Prime Solutions LLC		07/24/2019	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Pennantpark Loan Agency Servicing, LLC
Street Address:	590 Madison Avenue, 15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	As Administrative Agent: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4312782	PRIME SOLUTIONS
Registration Number:	4313096	KEY PEOPLE IN CRITICAL PLACES
Registration Number:	4751476	APG TECHNOLOGIES
Registration Number:	4612935	A APG TECHNOLOGIES
Registration Number:	4620133	APG TECHNOLOGIES
Registration Number:	4593882	ALTAMIRA
Registration Number:	4786319	ALTAMIRA
Registration Number:	4589943	A ALTAMIRA
Registration Number:	4646002	A ALTAMIRA
Registration Number:	4898936	A ALTAMIRA
Registration Number:	4455422	IF
Registration Number:	4451716	INVERSION FRAMEWORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2382475	INVERTIX
Registration Number:	4860230	LUMIFY
Registration Number:	4881293	LUMIFY
Registration Number:	4881291	LUMIFY
Registration Number:	5771053	A ALTAMIRA CYBER VAXEEN ADVERSARY EMULAT

CORRESPONDENCE DATA

Fax Number: 6172890504
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: 617-856-8145
Email: ip@brownrudnick.com, mleonardo@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: Brown Rudnick LLP
Address Line 2: One Financial Center
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	28228/31
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	07/26/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of July 24, 2019, by **ALTAMIRA MERGER SUB, INC.**, a Delaware corporation (“**Initial Grantor**”) prior to the consummation of the Acquisition, **ALTAMIRA TECHNOLOGIES CORPORATION**, a Delaware corporation (“**Borrower**”), **ALTAMIRA INTERMEDIATE COMPANY II, INC.**, a Delaware corporation (“**Holdings**”), **APG TECHNOLOGIES, LLC**, a Virginia limited liability company (“**APG**”), and **PRIME SOLUTIONS LLC**, a Maryland limited liability company (“**Prime**”; and collectively with Initial Grantor, Holdings, APG and Borrower immediately upon the consummation of the Acquisition, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, Initial Grantor, Holdings, Borrower, the other Credit Parties from time to time party thereto, and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to the Initial Grantor (prior to the consummation of the Acquisition) and Borrower (upon the consummation of the Acquisition) by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among the Initial Grantor, Grantors and Grantee and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed and accepted with respect to such applications), in the United States Patent and Trademark Office (the “**USPTO**”) and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), and (iv) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following (all of the following items or types of property (excluding all Excluded Collateral) being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by each Grantor of the Compliance Certificate required to be delivered by the Grantors under Section 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantors and their affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth immediately upon the consummation of the Acquisition.

INITIAL GRANTOR: **ALTAMIRA MERGER SUB, INC.**

By: _____
Name: Peter Kuper
Title: Chief Executive Officer

**GRANTORS JOINING
IMMEDIATELY
UPON THE
CONSUMMATION
OF THE
ACQUISITION:**

ALTAMIRA TECHNOLOGIES CORPORATION

By: _____
Name: Ted Davies
Title: Chief Executive Officer

ALTAMIRA INTERMEDIATE COMPANY II, INC.

By: _____
Name: Peter Kuper
Title: Chief Executive Officer

APG TECHNOLOGIES, LLC

By: _____
Name: Ted Davies
Title: Chief Executive Officer

PRIME SOLUTIONS LLC

By: _____
Name: Ted Davies
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth immediately upon the consummation of the Acquisition.

INITIAL GRANTOR: ALTAMIRA MERGER SUB, INC.

By: _____
Name: Peter Kuper
Title: Chief Executive Officer

GRANTORS JOINING
IMMEDIATELY
UPON THE
CONSUMMATION
OF THE
ACQUISITION:

ALTAMIRA TECHNOLOGIES CORPORATION

By:  _____
Name: Ted Davies
Title: Chief Executive Officer

ALTAMIRA INTERMEDIATE COMPANY II, INC.

By: _____
Name: Peter Kuper
Title: Chief Executive Officer

APG TECHNOLOGIES, LLC

By:  _____
Name: Ted Davies
Title: Chief Executive Officer

PRIME SOLUTIONS LLC

By:  _____
Name: Ted Davies
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Administrative Agent**

By: 
Name: Arthur H. Penn
Title: Chief Executive Officer

Schedule 1

TRADEMARKS

Registered Owner	Registration Number / Date	Trademark
Prime Solutions LLC	4,312,782 4/2/13	Prime Solutions
Prime Solutions LLC	4,313,096 4/2/13	Key People in Critical Places
APG Technologies, LLC	4,751,476 6/9/15	APG Technologies
APG Technologies, LLC	4,612,935 9/30/14	
APG Technologies, LLC	4,620,133 10/14/14	APG Technologies
Altamira Technologies Corporation	4,593,882 8/26/14	Altamira
Altamira Technologies Corporation	4,786,319 8/4/15	Altamira
Altamira Technologies Corporation	4,589,943 8/19/14	 ALTAMIRA (design plus words)
Altamira Technologies Corporation	4,646,002 11/25/14	
Altamira Technologies Corporation	4,898,936 2/9/16	
Altamira Technologies Corporation	4,455,422 12/24/13	IF
Altamira Technologies Corporation	4,451,716 12/17/13	Inversion Framework

Schedule I





Registered Owner	Registration Number / Date	Trademark
Altamira Technologies Corporation	2,382,475 9/5/00	
Altamira Technologies Corporation	4,860,230 11/24/15	Lumify
Altamira Technologies Corporation	4,881,293 1/5/16	
Altamira Technologies Corporation	4,881,291 1/5/16	
Altamira Technologies Corporation	5,771,053 6/4/19	

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this ___ day of _____, 20___ by **ALTAMIRA TECHNOLOGIES CORPORATION**, a Delaware corporation (“**Borrower**”), **ALTAMIRA INTERMEDIATE COMPANY II, INC.**, a Delaware corporation (“**Holdings**”), **APG TECHNOLOGIES, LLC**, a Virginia limited liability company (“**APG**”), and **PRIME SOLUTIONS LLC**, a Maryland limited liability company (“**Prime**”; and collectively with Holdings, APG and Borrower, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, Holdings, Borrower, the other Credit Parties from time to time party thereto, and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement dated as of July 24, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrowers by the Lenders;

WHEREAS, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of July 24, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented, or otherwise modified from time to time, the “**Trademark Agreement**”; capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on such Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

(Signature Page to Supplement to Trademark Security Agreement)

IN WITNESS WHEREOF, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

ALTAMIRA TECHNOLOGIES CORPORATION

By: _____

Name:

Title:

ALTAMIRA INTERMEDIATE COMPANY II, INC.

By: _____

Name:

Title:

APG TECHNOLOGIES, LLC

By: _____

Name:

Title:

PRIME SOLUTIONS LLC

By: _____

Name:

Title:

(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC**, as Administrative
Agent

By: _____

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services

Schedule I