

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXENTA INC.		09/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAMBRIDGE TRUST COMPANY		
Street Address:	1336 MASSACHUSETTS AVENUE		
City:	CAMBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	Trust Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3636477	SIMPAREL	
Serial Number:	87625940	EXENTA	
Serial Number:	87692904	PLM REVO	
Serial Number:	87693054	WITHOUT LIMITS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1130713 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/18/2019		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 16, 2019, is made by and among the grantors listed on the signature pages hereof (each, a "Grantor," and, collectively, the "Grantors"), and CAMBRIDGE TRUST COMPANY, a Massachusetts trust company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Loan and Security Agreement dated as of September 16, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), by and among EXENTA INC., a Delaware corporation ("Exenta"), each other Person that may hereafter become a party to the Loan and Security Agreement as a borrower (together with Exenta, each, a "Borrower" and, collectively, the "Borrowers"), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of each Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Each Grantor hereby grants to Lender, to secure payment of the Obligations, a continuing security interest (the "Security Interest"), a Lien upon and a right of setoff against in all of such Grantor's right, title and interest in and to the Trademarks, whether now owned or hereafter arising, other than those Trademarks that constitute Excluded Property. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Grantor. This Trademark and Security Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any Trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any Trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A accurately lists all Trademarks owned by each Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that it need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Grantor's or any Affiliate's business. If after the date hereof, any Grantor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Grantor's or any Affiliate's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantors shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Trademark and Security Agreement.

(b) Title. Grantors have good and marketable title to each Trademark claimed to be owned by such Grantors, free and clear of all Liens except Permitted Liens. Grantors (i) will have, at the time any Grantor acquires any rights in Trademarks hereafter arising, good and marketable title to each Trademark claimed to be owned by any Grantor free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(c) No Sale. Except as otherwise permitted by the terms of the Loan and Security Agreement, no Grantor will assign, transfer, encumber or otherwise dispose of any Trademark, or any interest therein, without Lender's prior written consent (and, if there is no existing Event of Default, such consent shall not be unreasonably withheld, conditioned or delayed).

(d) Defense. Grantors will, at their own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) Maintenance. Grantors will, at their own expense, maintain the Trademarks to the extent reasonably advisable in their business including, but not limited to, filing all applications to obtain Trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to Trademark registrations and applications therefor. Each Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is material to any Grantor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least ten (10) calendar days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) Lender's Right to Take Action. If Grantors fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of twenty (20) calendar days after Lender gives Grantors written notice thereof (or, in the case of the agreements contained in the preceding subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Grantor notifies Lender that it intends to abandon a Trademark that is material to its business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of each Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantors shall pay Lender on demand the amount of all reasonable and documented moneys expended and all reasonable and documented costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (f) or exercising its rights under Section 6.

(h) Power of Attorney. To facilitate Lender's taking action under subsection (f) and exercising its rights under Section 6, each Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as such Grantor's attorney-in-fact with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by any Grantor under this Trademark and Security Agreement or necessary for Lender, after the occurrence and continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The power of attorney granted herein shall terminate upon the termination of the Loan and Security Agreement as provided therein or the payment and performance of all Obligations (other than any unasserted contingent indemnification obligations).

4. Grantors' Use of the Trademarks. Grantors shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Trademark and Security Agreement had not been entered into, provided that no Event of Default exists.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Trademark and Security Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Loan and Security Agreement, shall occur and be continuing; or (b) any Grantor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure continues for 30 days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While an Event of Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan and Security Agreement;

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks; and

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, each Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Trademark and Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender; provided that any modification or amendment shall also be signed by the Grantors. A

waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Trademark and Security Agreement shall be given in the manner and with the effect provided in the Loan and Security Agreement. Lender shall not be obligated to preserve any rights any Grantor may have against prior parties, or to realize on the Trademarks at all or in any particular manner or order. This Trademark and Security Agreement shall be binding upon and inure to the benefit of Grantors and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Lender, and each Grantor waives notice of Lender's acceptance hereof. A carbon, photographic or other reproduction of this Trademark and Security Agreement, or of any financing statement authorized by any Grantor, shall have the same force and effect as the original for all purposes of a financing statement. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the substantive laws (other than conflict of law provisions and principles) of the Commonwealth of Massachusetts. If any provision or application of this Trademark and Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Trademark and Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Trademark and Security Agreement shall survive the execution, delivery and performance of this Trademark and Security Agreement and the creation and payment of the Obligations. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS TRADEMARK AND SECURITY AGREEMENT.

[Continued on following page.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed under seal as of the day and year first above written.

GRANTOR:

EXENTA INC.

By: 

Name: Roberto Mangual

Title: Chief Executive Officer

CAMBRIDGE TRUST COMPANY, as Lender

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006747 FRAME: 0705

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed under seal as of the day and year first above written.

GRANTOR:


EXENTA INC.

By: _____

Name:

Title:

CAMBRIDGE TRUST COMPANY, as Lender

By:  _____

Name: Sean McGah

Title: Vice President

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Grantor Name</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
Exenta Inc.	EXENTA	87625940	September 28, 2017
Exenta Inc.	PLM REVO	87692904	November 21, 2017
Exenta Inc.	SIMPAREL	3636477	June 9, 2009
Exenta Inc.	WITHOUT LIMITS	87693054	November 21, 2017

APPLICATIONS

None

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