

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoAdvantage Resources, Inc.		09/23/2019	Corporation: FLORIDA
CoAdvantage Corporation		09/23/2019	Corporation: DELAWARE
CoAdvantage Holdings Corporation		09/23/2019	Corporation: DELAWARE
PEMCO America, Inc.		09/23/2019	Corporation: DELAWARE
CoAdvantage Resources 24, Inc.		09/23/2019	Corporation: FLORIDA
CoAdvantage Resources 70, Inc.		09/23/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	banking corporation: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4970005	COAD360	
Registration Number:	2873380	COADVANTAGE	
Registration Number:	5338791	GOCO	
Registration Number:	3275287	O	
Registration Number:	3320247	O	
Registration Number:	5026412		
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:	212-819-2655		
Email:	iprecordations@whitecase.com		

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Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1111779-2738-BC15

NAME OF SUBMITTER: Peter Giovine

SIGNATURE: /Peter Giovine/

DATE SIGNED: 09/25/2019

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 23, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by each of the entities listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors") in favor of Deutsche Bank AG New York Branch ("DB"), as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 23, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Collateral (as defined below) and are required to execute and deliver this Agreement. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of September 23, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among, *inter alios*, AQ Carver Intermediate, Inc., a Delaware corporation ("Holdings"), AQ Carver Buyer, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor jointly and severally hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to as the "Collateral"):

- (a) all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) rights corresponding to any of the foregoing ("Trademarks"), including all Trademark

(b) registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;

(c) any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing (“Patents”), including all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(d) all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (e) rights corresponding to any of the foregoing (“Copyrights”), including all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;

(e) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Asset (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Secured Obligations), the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a Lien on and security interest to the Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement, the rights and obligations of the parties hereunder and any claim, controversy or dispute arising under or related to this Agreement,

whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Agent have executed this Security Agreement as of the date first above written.

**COADVANTAGE RESOURCES, INC.,
COADVANTAGE CORPORATION,
COADVANTAGE HOLDINGS CORPORATION,
PEMCO AMERICA, INC.,
COADVANTAGE RESOURCES 24, INC.,
COADVANTAGE RESOURCES 70, INC.,**
as Grantors

By: 

Name: Peter Grabowski
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent

By: 
Name: Michael Strobel
Title: Vice President

By: 
Name: Yumi Okabe
Title: Vice President

SCHEDULE I

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS
FOR TRADEMARK REGISTRATION**

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Record Owner</u>
COAD360	86/548,527	4,970,005	COADVANTAGE RESOURCES, INC.
COADVANTAGE	76/470,981	2,873,380	COADVANTAGE RESOURCES, INC.
GOCO (Stylized)	87/386,896	5,338,791	CoAdvantage Corporation
O (Stylized)	78/977,870	3,275,287	CoAdvantage Holdings Corporation
O (Stylized)	78/668,077	3,320,247	CoAdvantage Holdings Corporation
PEMCO Symbol (black circle arrow around geometric shapes)	86/871,538	5,026,412	PEMCO AMERICA, INC.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS
FOR COPYRIGHT REGISTRATION

<u>Title</u>	<u>Reg. No.</u>	<u>Owner</u>
Imagine running your business	TX0003447252	CoAdvantage Resources 24, Inc.
Do your employees a favor: let them go	TX0003383768	CoAdvantage Resources 24, Inc.
Compensation risk management systems	TXu001168531	CoAdvantage Resources 70, Inc.