

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOUNTEOUS, INC.		10/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA, AS AGENT		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5771569	BOUNTEOUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>			
<b>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Robert E. Horwath		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	E7407-00270		
<b>NAME OF SUBMITTER:</b>	Robert E. Horwath		
<b>SIGNATURE:</b>	/s/ Robert E. Horwath		
<b>DATE SIGNED:</b>	11/05/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2019, is made by BOUNTEOUS, INC. (f/k/a HS2 SOLUTIONS, INC.) a Delaware corporation (the "Grantor"), in favor of CIBC BANK USA, an Illinois banking corporation ("CIBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and CIBC, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers have requested and the Agent and the Lenders have agreed to amend the Credit Agreement pursuant to that certain Fourth Amendment to Credit Agreement as of even date herewith (the "Amendment");

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 1, 2016 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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, the L/C Issuers and the Agent enter into the Amendment and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, the Agent shall execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**BOUNTEOUS, INC. (f/k/a HS2  
SOLUTIONS, INC.), as Grantor**

By: \_\_\_\_\_



Name: Ben McCown  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

**CIBC BANK USA, as Agent**

By: \_\_\_\_\_

Name; Kevin Abramowicz  
Title: Associate Managing Director

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 006788 FRAME: 0731**

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

Very truly yours,

**BORROWER:**

**BOUNTEOUS, INC. (f/k/a HS2 SOLUTIONS, INC.)**

By: \_\_\_\_\_

Name: Ben McCown

Title: Vice President

**BORROWER REPRESENTATIVE:**

**BOUNTEOUS, INC. (f/k/a HS2 SOLUTIONS, INC.)**

By: \_\_\_\_\_

Name: Ben McCown

Title: Vice President

**GUARANTOR:**

**BOUNTEOUS HOLDINGS, LP (f/k/a HS2 HOLDINGS, LP)**

By: \_\_\_\_\_

Name: Ben McCown

Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

**CIBC BANK USA, as Agent**

By: \_\_\_\_\_

Name: Kevin Abramowicz

Title: Associate Managing Director

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Filing Jurisdiction</b>
<b>BOUNTEOUS</b>	5771569	04-JUN-2019	BOUNTEOUS, INC.	UNITED STATES

2. TRADEMARK APPLICATIONS

None.