

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM552244

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EMBOTICS CORPORATION | | 12/04/2019 | Corporation: BRITISH COLUMBIA |
| RECEIVING PARTY DATA | | | |
| Name: | OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT | | |
| Street Address: | C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH STREET | | |
| Internal Address: | SUITE 1000 | | |
| City: | SANTA MONICA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90405 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3568062 | EMBOTICS | |
| Registration Number: | 4704383 | VCOMMANDER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8208 | | |
| Email: | alana.hernandez@katten.com | | |
| Correspondent Name: | ALANA HERNANDEZ C/O KATTEN | | |
| Address Line 1: | 525 W. MONROE STREET | | |
| Address Line 4: | CHICAGO, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | ALANA HERNANDEZ | | |
| SIGNATURE: | /ALANA HERNANDEZ/ | | |
| DATE SIGNED: | 12/06/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2019, by EMBOTICS CORPORATION, a corporation existing under the laws of the Province of British Columbia (the “*Grantor*”), in favor of OBSIDIAN AGENCY SERVICES, INC., a California corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of April 17, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*GCA*”), in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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,

EMBOTICS CORPORATION

By: 

Name: KIRK LARKIN

Title: Secretary and General Counsel

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: _____

Name: Philip Tseng

Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK

REEL: 006810 FRAME: 0279

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

| OWNER | APP. NO. | APP. DATE | REG. NO. | REG. DATE | MARK |
|----------------------|----------|------------|----------|------------|------------|
| Embotics Corporation | 77033899 | 11/01/2006 | 3568062 | 01/27/2009 | EMBOTICS |
| Embotics Corporation | 85900952 | 04/10/2013 | 4704383 | 03/17/2015 | vCommander |

Trademark Applications:

N/A.

Trademark Licenses:

N/A.