

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552856

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of Security Interest	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPTIMAS OE SOLUTIONS, LLC		12/09/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, Collateral Agent		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88479404	EFFICIENCY UP	
<b>Serial Number:</b>	88479416	OPTIBEAM	
<b>Serial Number:</b>	88479417	OPTIDROP	
<b>Registration Number:</b>	5261549	OPTIMAS	
<b>Registration Number:</b>	5261560	OPTIMAS	
<b>Registration Number:</b>	5407874	OPTIMAS SOLUTIONS	
<b>Serial Number:</b>	88479415	OPTIRACK	
<b>Serial Number:</b>	88479412	OPTISCALE	
<b>Serial Number:</b>	88479410	OPTIZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>Phone:</b>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		

OP \$240.00 88479404

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Corenda R. Lewis

**SIGNATURE:** /Corenda R. Lewis/

**DATE SIGNED:** 12/11/2019

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

OPTIMAS OE SOLUTIONS, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 9, 2019

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, Collateral Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corenda R. Lewis

Internal Address: c/o Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: \_\_\_\_\_

Email Address: clewis2@hahn Hessen.com

**6. Total number of applications and registrations involved:**

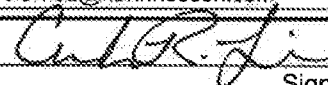
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:   
Signature

December 10, 2019

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of December 9, 2019, by the undersigned (the "Grantor"), in favor of ALLY BANK, as Collateral Agent (the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 1, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), among OPTIMAS OE SOLUTIONS HOLDING, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings (including Grantor), as Grantors (as defined therein), and Collateral Agent.

WHEREAS, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by the Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, 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 conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally Bank, as Collateral Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Bank, as Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

OPTIMAS OE SOLUTIONS, LLC

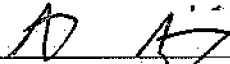
By: 

Name: Tony James Rosengarth

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,  
as Collateral Agent

By:   
Name: Scott Nightingale  
Title: Authorized Signatory

## Trademarks

Country	Mark	Service Mark (SM) or Trademark (TM)	Class I = International	First Registration or Filing Date	Registration No. or Application No.	Comments
USA	EFFICIENCY UP	TM	6, 20, 35	June 19, 2019	88/479,404	Filed
USA	OPTIBEAM	TM	35	June 19, 2019	88/479,416	Filed
USA	OPTIDROP	TM	35	June 19, 2019	88/479,417	Filed
USA	OPTIMAS	TM	6, 20, 35	March 30, 2015	5,261,549	Registered
USA	OPTIMAS & DESIGN	TM	6, 20, 35	April 4, 2015	5,261,560	Registered
USA	OPTIMAS SOLUTIONS	TM	35	March 30, 2015	5,407,874	Registered
USA	OPTIRACK	TM	35	June 19, 2019	88/479,415	Filed
USA	OPTISCALE	TM	35	June 19, 2019	88/479,412	Filed
USA	OPTIZONE	TM	35	June 19, 2019	88/479,410	Filed

TRADEMARK

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