

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartronix, LLC	FORMERLY Smartronix, Inc.	12/20/2019	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	P.O. Box 12926		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35202		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5878716		
Registration Number:	4431790	CC	
Registration Number:	3970309	CLOUDADVANTAGE	
Registration Number:	4562996	CYBERHUNTER	
Registration Number:	4608539	CYBER HUNTER	
Registration Number:	4895069	FAST-90	
Registration Number:	3739721	MISSION ASSURED	
Registration Number:	4081338	NRG	
Registration Number:	4422012	RESCRT	
Registration Number:	3174547	SMARTRONICS	
Registration Number:	3708986	SMARTRONICS	
Registration Number:	3056872	SMARTRONIX	
Registration Number:	3608023	SMARTRONIX	
Registration Number:	4075541	VIRTUAL HEALTH NETWORK	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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>			

OP \$365.00 5878716

Phone: 7043734640
Email: bsmith@mcguirewoods.com
Correspondent Name: Betty Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon Street
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2073010-0021
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NAME OF SUBMITTER:	Betty G. Smith
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SIGNATURE:	/Betty G. Smith/
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DATE SIGNED:	12/20/2019
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Total Attachments: 6

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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARK (this "Trademark Security Agreement"), dated as of December 20, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 20, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by Holdco Sands Intermediate, LLC, a Delaware limited liability company ("Holdings"), Trident Technologies Intermediate Holdco, LLC, a Delaware limited liability company (the "Trident Intermediate Holding Company"), Trident Technologies LLC, an Alabama limited liability company (formerly known as Trident Technologies Holdings, LLC, a Delaware limited liability company) (the "Trident Borrower"), Smartronix Intermediate Holdco, LLC, a Delaware limited liability company (the "Smartronix Intermediate Holding Company"), SMARTRONIX, LLC, a Maryland limited liability company (the "Smartronix Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuer from time to time party thereto and Regions Bank, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of December 20, 2019 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral");

- hereto;
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1
 - (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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. 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. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 6. 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 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SMARTRONIX, LLC, as Grantor

By: 

Name: Michael Williams

Title: President

ACKNOWLEDGED AND AGREED

as of the date first above written:

REGIONS BANK,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SMARTRONIX, LLC, as Grantor

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

REGIONS BANK,
as Administrative Agent

By:  _____


Name: Steven Dixon

Title: Director

**SCHEDULE 1
TO
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations

1. REGISTERED TRADEMARKS

#	Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
1.	U.S.		Filing Date 3/13/2019 Reg. Date 10/8/2019	Serial No. 88/338,216 Reg. No. 5,878,716	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
2.	U.S.		Filing Date 3/12/2013 Reg. Date 11/12/2013	Serial No. 85/873,422 Reg. No. 4,431,790	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
3.	U.S.	CLOUDADVANTAGE	Filing Date 10/6/2010 Reg. Date 5/31/2011	Serial No. 85/145,902 Reg. No. 3,970,309	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
4.	U.S.	CyberHunter	Filing Date 10/17/2013 Reg. Date 7/8/2014	Serial No. 86/094,194 Reg. No. 4,562,996	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
5.	U.S.		Filing Date 10/18/2013 Reg. Date 9/23/2014	Serial No. 86/094,868 Reg. No. 4,608,539	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
6.	U.S.	FAST-90	Filing Date 6/23/2015 Reg. Date 2/2/2016	Serial No. 86/671,459 Reg. No. 4,895,069	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
7.	U.S.	MISSION ASSURED	Filing Date 6/17/2009 Reg. Date 1/19/2010	Serial No. 77/762,346 Reg. No. 3,739,721	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
8.	U.S.	NRG	Filing Date 3/17/2011 Reg. Date 1/3/2012	Serial No. 85/269,489 Reg. No. 4,081,338	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)

#	Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
9.	U.S.	RESCRT	Filing Date 4/2/2013 Reg. Date 10/22/2013	Serial No. 85/892,825 Reg. No. 4,422,012	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
10.	U.S.	SMARTRONICS	Filing Date 7/8/2004 Reg. Date 11/21/2006	Serial No. 76/601,322 Reg. No. 3,174,547	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
11.	U.S.	SMARTRONICS	Filing Date 7/8/2004 Reg. Date 11/10/2009	Serial No. 76/601,324 Reg. No. 3,708,986	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
12.	U.S.	SMARTRONIX	Filing Date 7/8/2004 Reg. Date 2/7/2006	Serial No. 76/601,225 Reg. No. 3,056,872	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
13.	U.S.	SMARTRONIX	Filing Date 7/8/2004 Reg. Date 4/21/2009	Serial No. 76/601,226 Reg. No. 3,608,023	Registered	Smartronix, LLC (f/k/a Smartronix, Inc.)
14.	U.S.	VIRTUAL HEALTH NETWORK	Filing Date 6/2/2011 Reg. Date 12/20/2011	Serial No. 85/336,370 Reg. No. 4,075,541	Registered (Supplemental Register)	Smartronix, LLC (f/k/a Smartronix, Inc.)

2. TRADEMARK APPLICATIONS

None.