

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Bedford Technology, LLC		04/24/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4094489	PARK AVENUE	
Registration Number:	4088885	PARK SCAPES	
Registration Number:	4088886	SELECT FORCE	
Registration Number:	4169382		
Registration Number:	3471631	BARFORCE	
Registration Number:	3408052	ECOBOARD	
Registration Number:	3322822	SEAPILE	
Registration Number:	3322825	SEATIMBER	
Registration Number:	3322826	SEACAMEL	
Registration Number:	2686352	FORESITE DESIGNS	
Registration Number:	2685883	FIBERFORCE	
Registration Number:	1898935	ROLATH	
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:	212-728-8000		
Email:	ipdept@willkie.com		

CH \$315.00 4094489

Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 126439.4

NAME OF SUBMITTER: Spencer Simon

SIGNATURE: /Spencer Simon/

DATE SIGNED: 04/27/2020

Total Attachments: 5

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “Notice of Grant of a Security Interest Trademarks”) is made as of April 24, 2020, by and among New Bedford Technology, LLC (“Grantor”) and CORTLAND CAPITAL MARKET SERVICES LLC in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, pursuant to a Security Agreement Supplement delivered by the Grantor to the Guarantee of event date herewith, the Grantor agrees to be bound by a Second Lien Pledge and Security Agreement, dated November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing second priority security interest (subject to any prior security interests in respect of Permitted Liens having priority by operation of Law or otherwise permitted to be senior in accordance with the Credit Agreement) in the Collateral.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest— Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

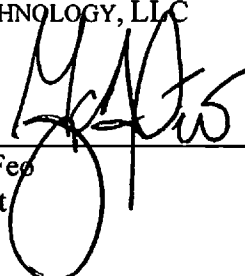
GRANTOR

NEW BEDFORD TECHNOLOGY, LLC

By: _____

Name: Guy DeFes

Title: President


A handwritten signature in black ink, appearing to read "Guy DeFes", is written over a horizontal line. The signature is stylized and includes a large, circular flourish at the bottom.

[Notice of Grant of a Security Interest – Trademarks – Second Lien]

TRADEMARK
REEL: 006924 FRAME: 0574

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

1. Trademark Registrations

Mark	Owner/Applicant	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
PARK AVENUE	New Bedford Technology, LLC	85168237	11/3/10	4094489	01/31/12	Renewed (Registered)
PARK SCAPES	New Bedford Technology, LLC	85168244	11/3/10	4088885	01/17/12	Renewed (Registered)
SELECT FORCE	New Bedford Technology, LLC	85168247	11/3/10	4088886	01/17/12	Renewed (Registered)
	New Bedford Technology, LLC	85976673	11/3/10	4169382	07/03/12	Renewed (Registered)
BARFORCE	New Bedford Technology, LLC	77346574	12/7/07	3471631	07/22/08	Renewed (Registered)
ECOBOARD	New Bedford Technology, LLC	77095344	1/31/07	3408052	04/08/08	Renewed (Registered)
SEAPILE	New Bedford Technology, LLC	77080571	1/11/07	3322822	10/30/07	Renewed (Registered)
SEATIMBER	New Bedford Technology, LLC	77080607	1/11/07	3322825	10/30/07	Renewed (Registered)
SEACAMEL	New Bedford Technology, LLC	77080635	1/11/07	3322826	10/30/07	Renewed (Registered)
FORESITE DESIGNS	New Bedford Technology, LLC	76405010	5/8/02	2686352	02/11/03	Renewed (Registered)

Mark	Owner/Applicant	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
FIBERFORCE	New Bedford Technology, LLC	76348196	12/13/01	2685883	02/11/03	Renewed (Registered)
ROLATH	New Bedford Technology, LLC	74494012	2/24/94	1898935	06/13/95	Renewed (Registered)

2. **Trademark Applications**

None.