

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580338

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900545075

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ice Technologies LLC		04/15/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Agent
Street Address:	110 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4051955	MOBILEISTIC
Registration Number:	4011446	M
Registration Number:	3804632	M WORKS!
Registration Number:	3712912	SUCCESSORIZE YOUR BUSINESS
Registration Number:	5548890	M WORKS!
Registration Number:	5498876	MSHIELD
Registration Number:	4544927	MPULSE BLAST
Registration Number:	5218743	M WORKS!
Registration Number:	4497882	MOBILEISTIC
Registration Number:	2752217	MOBILEISTIC

CORRESPONDENCE DATA

Fax Number: 8888295817

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.

Phone: (312) 288-3586

Email: Results-UCCTeam2@wolterskluwer.com

Correspondent Name: Nancy Helm Brown

Address Line 1: 2929 Allen Pkwy

TRADEMARK

Address Line 2: Ste 3300
Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 06/09/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2020, is made by Ice Technologies LLC (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”), on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 3, 2019 (as amended by that certain First Amendment to Credit Agreement dated as of January 10, 2020, and as the same may further be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Ice Services LLC, as Borrower, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain (i) Joinder Agreement dated as of January 10, 2020, and (ii) Pledge and Security Agreement pursuant that certain Supplement to Pledge and Security Agreement dated as of January 10, 2020, 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 Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Pledge 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 Administrative Agent on behalf of and for the benefit of the Secured Parties, and grants to the Administrative Agent on behalf of and 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 trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all goodwill of the business symbolized by each of the foregoing;

- (c) all licenses of each of the foregoing, whether as licensee or licensor;
- (d) all renewals of each of the foregoing;
- (e) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages, claims, and payments for past and future infringements thereof;
- (f) all rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (g) all rights corresponding to any of the foregoing throughout the world.

Section 3. Pledge 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 on behalf of and for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and the 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and to the extent there is a conflict between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall govern and control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Pledge and Security Agreement in accordance with Section 8.14 of such Pledge and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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.

[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.

ICE TECHNOLOGIES LLC
as Grantor

By:



Name: Michael Magner

Title: Chief Financial Officer

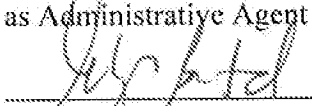
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – ICE TECHNOLOGIES LLC]

TRADEMARK
REEL: 006956 FRAME: 0716

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By:


Name: *Delyn Bernard*
Title: *Authorized Officer*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - ICE TECHNOLOGIES LLC]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
	4051955	November 8, 2011
	4011446	August 16, 2011
m works!	3804632	June 15, 2010
SUCCESSORIZE YOUR BUSINESS	3712912	November 17, 2009
	5548890	August 28, 2018
mSHIELD	5498876	June 19, 2018
mPULSE BLAST	4544927	June 3, 2014
	5218743	June 6, 2017
MOBILEISTIC	4497882	March 18, 2014

MOBILEISTIC	2752217	August 19, 2003
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