

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582722

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PatCo, LLC		06/22/2020	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eldridge Corporate Funding LLC		
<b>Street Address:</b>	600 Steamboat Road, Second Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3843145	PRESCIENT	
<b>Registration Number:</b>	4951192	PRESCIENT	
<b>Registration Number:</b>	4767576	PRESCIENT FASTER. BETTER. GREENER. CHEAP	
<b>Serial Number:</b>	88413295	HELM+	
<b>Serial Number:</b>	88413305	HELM+ POWERED BY PRESCIENT	
<b>Serial Number:</b>	88413302	HELMPLUS	
<b>Serial Number:</b>	88713571	REVOLUTIONIZE THE BUILDING ENVIRONMENT	
<b>Serial Number:</b>	88495864	REVOLUTIONIZE THE BUILDING ENVIRONMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7202743133		
<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>	720-598-3456		
<b>Email:</b>	lorri.strizich@wilmerhale.com		
<b>Correspondent Name:</b>	Lorri Strizich		
<b>Address Line 1:</b>	1225 17th Street, Suite 2600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Lorri Strizich		
<b>SIGNATURE:</b>	/LorriStrizich/		

OP \$215.00 3843145

<b>DATE SIGNED:</b>	06/23/2020
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 22, 2020, is made by PatCo, LLC, a Colorado limited liability company having an address at 14401 W. 65<sup>th</sup> Way, Unit B, Arvada, CO 80004 (herein referred to as the “Grantor”), in favor of Eldridge Corporate Funding LLC, a Delaware limited liability company, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”).

**WHEREAS**, the Grantor has entered into a Loan, Guarantee and Security Agreement, dated as of May 27, 2020 (said Loan, Guarantee and Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the “Loan and Security Agreement”, the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of the Agent, acting for itself and the Lenders from time to time party to the Loan and Security Agreement (in such capacity, the “Secured Party”); and

**WHEREAS**, pursuant to the Loan and Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademark Collateral (as defined below) to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks. The Grantor hereby grants to the Secured Party a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution

thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom,  
and

(vi) all payments and rights to payments arising out of the sale, lease,  
license assignment or other disposition thereof;

provided that the security interest granted under Section 1 hereof shall not attach to, and  
the term "Trademark Collateral" shall not include any Excluded Property.

Section 2. Loan and Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall control to the extent of the conflict.

Section 4. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of New York.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

**PATCO, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
*CEO MAHMOUD ELBAIBI*

**ELDRIDGE CORPORATE FUNDING LLC**

By: \_\_\_\_\_

Name: Anthony D. Minella

Title: President

[Signature Page to Trademark Security Agreement]

**IN WITNESS WHEREOF**, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

**PATCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ELDRIDGE CORPORATE FUNDING LLC**

By: Anthony D. Minella  
Name: Anthony D. Minella  
Title: President

**Schedule 1 to the TRADEMARK SECURITY AGREEMENT**

<b>Owner</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PatCo, LLC	PRESCIENT	Canada	1,706,541	Dec 10, 2014		
PatCo, LLC	PRESCIENT	European Union	13824271	Mar 13, 2015		
PatCo, LLC	PRESCIENT	Mexico	1562772	12/192014		
PatCo, LLC	PRESCIENT	United States of America	77/980,020	May 22, 2008	3843145	31-AUG-2010
PatCo, LLC	PRESCIENT	United States of America	86/764,730	Sep 22, 2015	4951192	03-MAY-2016
PatCo, LLC	PRESCIENT FASTER. BETTER. GREENER. CHEAPTER (word mark)	United States of America	86/392,341	Sep 11, 2014	4767576	07-JUL-2015
PatCo, LLC	HELM+	United States of America	88/413,295	May 2, 2019	N/A	N/A
PatCo, LLC	HELM+ POWERED BY PRESCIENT (logo)	United States of America	88/413,305	May 2, 2019	N/A	N/A
PatCo, LLC	HELMPLUS	United States of America	88/413,302	May 2, 2019	N/A	N/A
PatCo, LLC	REVOLUTIONIZE THE BUIDLING ENVIRONMENT	United States of America	88/713,571	Dec 3, 2019	N/A	N/A
PatCo, LLC	REVOLUTIONIZE THE BUIDLING ENVIRONMENT (IC 009,042)	United States of America	88/495,864	Jul 1, 2019	N/A	N/A