

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588681

<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>
Incodema, LLC (f/k/a Shapeco, LLC)		07/27/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RGA Reinsurance Company, as Administrative Agent		
<b>Street Address:</b>	16600 Swingley Ridge Rd.		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3539925	INCODEMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1247356		
<b>NAME OF SUBMITTER:</b>	Kelly Chrisman		
<b>SIGNATURE:</b>	/Kelly Chrisman/		
<b>DATE SIGNED:</b>	07/27/2020		
<b>Total Attachments: 6</b>			
source=Executed_ Trademark Security Agreement (RGA_Incodema - 2020)_USE_Active01_307097513_1#page1.tif			
source=Executed_ Trademark Security Agreement (RGA_Incodema - 2020)_USE_Active01_307097513_1#page2.tif			

OP \$40.00 3539925

source=Executed\_Trademark Security Agreement (RGA\_Incodema -  
2020)\_USE\_Active01\_307097513\_1#page3.tif

source=Executed\_Trademark Security Agreement (RGA\_Incodema -  
2020)\_USE\_Active01\_307097513\_1#page4.tif

source=Executed\_Trademark Security Agreement (RGA\_Incodema -  
2020)\_USE\_Active01\_307097513\_1#page5.tif

source=Executed\_Trademark Security Agreement (RGA\_Incodema -  
2020)\_USE\_Active01\_307097513\_1#page6.tif

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”), for the benefit of RGA REINSURANCE COMPANY, a Missouri corporation, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with that certain Guaranty and Collateral Agreement dated as of July 27, 2020, among the Grantors party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of

which are incorporated by reference herein as if fully set forth herein. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by Grantor in its reasonable business judgment.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Grantor's request, the Administrative Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

[Signature pages follow]

The Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

INCODEMA, LLC,  
a New York limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: John May  
Title: Vice President

Acknowledged:

RGA REINSURANCE COMPANY, as  
Administrative Agent

By: \_\_\_\_\_  
Name: Kevin Prunty  
Title: Vice President and Co-Head,  
Private Debt & Equity

[Signature Page to Form of Trademark Security Agreement - Incodema]

**TRADEMARK**  
**REEL: 007008 FRAME: 0624**

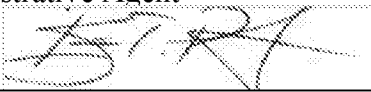
The Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

INCODEMA, LLC,  
a New York limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: John May  
Title: Vice President

Acknowledged:

RGA REINSURANCE COMPANY, as  
Administrative Agent

By:  \_\_\_\_\_  
Name: Kevin Prunty  
Title: Vice President and Co-Head,  
Private Debt & Equity

SCHEDULE 1

**TRADEMARK COLLATERAL**

Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Incodema, Inc.	<u>INCODEMA</u>	77441045	3539925	04/06/2008	12/02/2008