

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERGINT Technologies, Inc.		08/31/2020	Corporation: DELAWARE
Tethers Unlimited Inc.		08/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88208807	AMERGINT
Serial Number:	88208899	SATTRAC
Serial Number:	88208968	SOFTLINK
Serial Number:	88209024	SOFTFEP
Serial Number:	86334673	SWIFT
Serial Number:	86335107	SWIFT
Serial Number:	86321778	KRAKEN
Serial Number:	88610965	TERMINATOR TAPE
Serial Number:	88610839	HYPERBUS
Serial Number:	88618326	HYDROS

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1260393
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	08/31/2020
Total Attachments: 6 source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 31, 2020, by AMERGINT Technologies, Inc. and Tethers Unlimited Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 31, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Signature pages follow.]

AMERGINT TECHNOLOGIES, INC., as a
Grantor

By: _____


Name: Larry Hill
Title: Secretary

TETHERS UNLIMITED, INC., as a Grantor

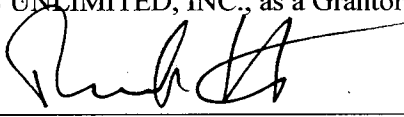
By: _____

Name: Rob Hoyt
Title: President

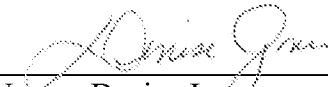
AMERGINT TECHNOLOGIES, INC., as a
Grantor

By: _____
Name: Larry Hill
Title: Secretary

TETHERS UNLIMITED, INC., as a Grantor

By:  _____
Name: Rob Hoyt
Title: President

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Denise Jones
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007038 FRAME: 0404**

Schedule I
Trademark Registrations and Applications

[See Attached]

Mark	Owner	Application/Reg. Date	Application/Reg. Number
AMERGINT	AMERGINT Technologies, Inc.	11/28/2018	88208807
safTRAC	AMERGINT Technologies, Inc.	11/28/2018	88208899
SOFTLINK	AMERGINT Technologies, Inc.	11/28/2018	88208968
soffFEP	AMERGINT Technologies, Inc.	11/28/2018	88209024
SWIFT	Tethers Unlimited Inc.	7/11/2014	86334673
SWIFT (LOGO)	Tethers Unlimited Inc.	7/11/2014	86335107
KRAKEN	Tethers Unlimited Inc.	6/26/2014	86321778
Terminator Tape	Tethers Unlimited Inc.	9/10/2019	88610965
HyperBus	Tethers Unlimited Inc.	9/10/2019	88610839 (ITU)
HYDROS	Tethers Unlimited Inc.	9/16/2019	88618326