

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598444

<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>
NWAN, INC.		09/17/2020	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCG BDC, Inc., as Administrative Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>Internal Address:</b>	40th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4753379	SHORTFALL	
<b>Registration Number:</b>	4753378	SHORTFALL	
<b>Registration Number:</b>	4612646	RV WARRANTY FOREVER	
<b>Registration Number:</b>	4559878	NWAN	
<b>Registration Number:</b>	4082115	WARRANTY FOREVER	
<b>Registration Number:</b>	5300711	MOBILITY GUARD	
<b>Registration Number:</b>	5149670	NAE NWAN	
<b>Registration Number:</b>	4850640	PEOPLE. PRODUCTS. PERFORMANCE. THE WAY I	
<b>Registration Number:</b>	4802925	NAE	
<b>Serial Number:</b>	88514208	DETECTIT	
<b>Registration Number:</b>	5375667	IMPRISE	
<b>Registration Number:</b>	5055570	IMPRISE FINANCIAL	
<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>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		

CH \$315.00 4753379

**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 09/18/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as grantor on the signature page hereto (the “**Grantor**”) in favor of TCG BDC, Inc., as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of December 2, 2019 (as supplemented by that certain Supplement No. 1 to Security Agreement, dated as of the date hereof, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

(a) 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.

(b) Grant of Security Interest

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

(1) *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

(c) Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

(d) Recordation

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

(e) Termination

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

(f) Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

(g) Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NWAN, INC.

By: 


Name: Brent E. Griggs

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007056 FRAME: 0477**

**TCG BDC, INC.,**  
as Administrative Agent

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

Name: Pranai Cheroo


Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007056 FRAME: 0478**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registration:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
NWAN, Inc.	SHORTFALL (& Design) <b>SHORTFALL</b> ↓	4753379 09-JUN-2015
NWAN, Inc.	SHORTFALL	4753378 09-JUN-2015
NWAN, Inc.	RV WARRANTY FOREVER	4612646 30-SEP-2014
NWAN, Inc.	NWAN	4559878 01-JUL-2014
NWAN, Inc.	WARRANTY FOREVER	4082115 10-JAN-2012
NWAN, Inc.	MOBILITY GUARD	5300711 03-OCT-2017
NWAN, Inc.	NAE NWAN (& Design) 	5149670 28-FEB-2017
NWAN, Inc.	PEOPLE. PRODUCTS. PERFORMANCE. THE WAY IT SHOULD BE.	4850640 10-NOV-2015
NWAN, Inc.	NAE	4802925 01-SEP-2015
NWAN, Inc.	DETECTIT	Application No./Date 88514208 15-JUL-2019
NWAN, Inc.	IMPRISE	5375667 09-JAN-2018
NWAN, Inc.	IMPRISE FINANCIAL	5055570 04-OCT-2016