

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lacey Manufacturing Company LLC		10/06/2020	Limited Liability Company: DELAWARE
Matrix I LLC		10/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5054561	LACEY	
Registration Number:	3685019	MICROPEP	
CORRESPONDENCE DATA			
Fax Number:	2136295063		
<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>			
Phone:	424-386-4328		
Email:	dcip@milbank.com, marnold@milbank.com		
Correspondent Name:	Monica Arnold, Esq.		
Address Line 1:	2029 Century Park East, 33rd Floor		
Address Line 2:	Milbank, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3019		
NAME OF SUBMITTER:	Monica Arnold		
SIGNATURE:	/s/ Monica Arnold /s/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2020, between LACEY MANUFACTURING COMPANY, LLC, a Delaware limited liability company, MATRIX I LLC, a Delaware limited liability company (each, a “Grantor” and, collectively, the “Grantors”), and JEFFERIES FINANCE LLC (“Jefferies”), as Collateral Agent (the “Trademark Security Agreement”).

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP NAVIGATE ACQUISITION CORP., a Delaware corporation (the “Borrower”), ASP NAVIGATE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Jefferies, as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Guarantors party thereto and Jefferies, as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of each Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF TRADEMARKS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to Sections 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

LACEY MANUFACTURING COMPANY, LLC,
MATRIX I LLC

By: 

Name: Tim Brasher

Title: Chief Financial Officer and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007071 FRAME: 0837

Acknowledged:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name: Jason Kennedy
Title: Managing Director

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TRADEMARKS

REGISTERED OWNER	REGISTRATION DATE	REGISTRATION NUMBER	TRADEMARK
Lacey Manufacturing Company LLC	10/4/2016	5054561	LACEY
Matrix I LLC	9/22/2009	3685019	<i>microPEP</i>

TRADEMARK APPLICATIONS

None.