

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604480

<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>
OCEANS ACQUISITION, INC.		10/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMVEST CREDIT PARTNERS V, L.P., AS COLLATERAL AGENT		
<b>Street Address:</b>	525 OKEECHOBEE BOULEVARD		
<b>Internal Address:</b>	SUITE 1050		
<b>City:</b>	WEST PALM BEACH		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90172266	COLD CREEK RESIDENTIAL CENTER	
<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		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	10/22/2020		
<b>Total Attachments: 5</b>			
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source=comvest oceans trademark security agreement (oceans acquisition)#page2.tif			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of October 22, 2020, by OCEANS ACQUISITION, INC., a Delaware corporation (“**Grantor**”), in favor of COMVEST CREDIT PARTNERS V, L.P. (“**Comvest**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 13, 2019 by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Comvest, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority 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: (a) all of Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the “**Trademark Collateral**”).

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

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

GRANTOR:

**OCEANS ACQUISITION, INC.**

DocuSigned by:  
*Scott Gressett*  
By: \_\_\_\_\_

Name: Scott Gressett

Title: Chief Financial Officer and Treasurer

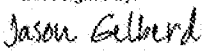
ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**COMVEST CREDIT PARTNERS V, L.P.,**  
as Agent and a Lender

By: Comvest Credit V GP, L.P., its  
General Partner

By: Comvest Credit V UGP, LLC, its  
General Partner

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jason Gelberd  
Title: Partner

**Schedule I**

Trademark Registrations

None.

Trademark Applications

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
OCEANS ACQUISITION, INC.	Cold Creek Residential Center	90172266	September 10, 2020

Trademark Licenses

None.