

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607598

<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>
Smart Wave Technologies, Inc.		11/05/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4661661	EKEY	
<b>Registration Number:</b>	4827228	EKEYING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	96939-30310		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	11/09/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2020, is made by Smart Wave Technologies, Inc., a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services LLC (“CAS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Multi-Tech Systems, Inc., a Minnesota corporation (together with the Grantor (after giving effect to the Closing Date Acquisition), the “Borrowers”), Smart Wave Technologies Holdings, Inc., a Delaware corporation, Smart Wave Technologies Canada Inc., a Canadian federal corporation, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and CAS, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of November 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Assets and no security interest is granted in any Excluded Assets.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer in the United States or Canada record this Trademark Security Agreement.


Section 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), including both paper and electronic counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement, any other Loan Document or in any other certificate, agreement or document related to this Trademark Security Agreement or any other Loan Document shall include images of manually executed signatures transmitted by electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

**SMART WAVE TECHNOLOGIES, INC.**, as Grantor

By:   
Name: Charles Donahue  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

CHURCH & DWIGHT AGENCY SERVICES LLC, as Agent

By: 

Name: Chris Cox

Title: Senior Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

I. United States

<b>Trademark</b>	<b>Application Number/ Application Date</b>	<b>Registration Number/ Registration Date</b>	<b>Owner</b>
EKEY	85521501 20-JAN-2012	4661661 30-DEC-2014	SMART WAVE TECHNOLOGIES, INC.
EKEYING	85144527 04-OCT-2010	4827228 06-OCT-2015	SMART WAVE TECHNOLOGIES, INC.

II. Canada

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number/ Registration Date</b>	<b>Owner</b>
SMART WAVE TECHNOLOGIES & DESIGN	0852122	TMA509071 1999-03-10	SMART WAVE TECHNOLOGIES, INC.
EKEYING	1477356	TMA829963 2012-08-15	SMART WAVE TECHNOLOGIES, INC.
EKEY	1537524	TMA829967 2012-08-15	SMART WAVE TECHNOLOGIES, INC.