

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM611763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ControlScan, Inc.		12/01/2020	Corporation: DELAWARE
Sysxnet Limited		12/01/2020	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	303 Peachtree Street		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Banking Association: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87064209	SECUREEDGE	
Serial Number:	85751912	SYSNET	
Serial Number:	78766372	CONTROLSCAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Ciera Burke c/o Fried Frank LLP		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33067-2		
NAME OF SUBMITTER:	Ciera Burke		
SIGNATURE:	/Ciera Burke/		
DATE SIGNED:	12/01/2020		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2020 (this “Agreement”), among ControlScan, Inc., a Delaware corporation (the “ControlScan”), Sysxnet Limited, a private company limited by shares incorporated in Ireland with registered number 147176 (“Sysxnet” and together with ControlScan, each a “Grantor” and collectively, the “Grantors”) and **TRUIST BANK**, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **CLIFHAVEN LIMITED**, a private company limited by shares incorporated in Ireland with registered number 668526 (“Holdings”), the U.S. Borrower, **BULLCAVE LIMITED**, a private company limited by shares incorporated in Ireland with registered number 661674 (the “Irish Borrower”, and collectively with the U.S. Borrower, each a “Borrower” and collectively, the “Borrowers”), the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time and **TRUIST BANK**, as the administrative agent, and (b) that certain Collateral Agreement, dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the U.S. Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications owned by such Grantor and listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” 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.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interests granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 2 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 3. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYSXNET LIMITED, as Grantor

By: 
Name: Gabriel Moynagh
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0086

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONTROLSCAN, INC., as Grantor

By: _____

Name: Gabriel Moynagh

Title: Chief Executive Officer and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0087

TRUIST BANK, as Collateral Agent

By: 

Name: Brian M. Lewis

Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARKS

Trademark Registrations

MARK NAME	APPLICATION NO.	FILED	REGISTRATION NO	REGISTERED	OWNER
SECUREEDGE	87064209	08-JUN-2016	5576327	Yes (USPTO)	CONTROLSCAN, INC.
SysnetAIR	79130306	11-OCT-2012	5629904	Yes (USPTO)	SYSXNET LIMITED
SYSNET	85751912	11-OCT-2012	4975758	Yes (USPTO)	SYSXNET LIMITED
ControlScan	78766372	05-DEC-2005	3250777	Yes (USPTO)	CONTROLSCAN, INC.

Trademark Applications

None.