

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613134

<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>
Vacant Property Security LLC		10/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC, as Administrative Agent		
<b>Street Address:</b>	225 W. Washington St., 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5317261	VPS	
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1299569		
<b>NAME OF SUBMITTER:</b>	Jordana Dreyfuss		
<b>SIGNATURE:</b>	/Jordana Dreyfuss/		
<b>DATE SIGNED:</b>	12/08/2020		
<b>Total Attachments: 5</b>			
source=MCS - Trademark Security Agreement (Takeback) [For Filing]#page2.tif			
source=MCS - Trademark Security Agreement (Takeback) [For Filing]#page3.tif			
source=MCS - Trademark Security Agreement (Takeback) [For Filing]#page4.tif			

OP \$40.00 5317261

source=MCS - Trademark Security Agreement (Takeback) [For Filing]#page5.tif

source=MCS - Trademark Security Agreement (Takeback) [For Filing]#page6.tif

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 2, 2020, by the undersigned (the "Grantor"), in favor of ALTER DOMUS (US) LLC, as administrative and collateral agent for the Lenders (in such capacities, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), dated as of October 2, 2020 and entered into among ASP MCS Acquisition Corp., a Delaware corporation, as Borrower (as defined in the Loan Agreement), ASP MCS Intermediate Holdings, Inc., a Delaware corporation, as Holdings (as defined in the Loan Agreement), the other Credit Parties (as defined in the Loan Agreement), Agent and the Lenders and other parties from time to time party thereto; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Article 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section

1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.03 AND 12.04 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. REVOLVING FACILITY SUBORDINATION AGREEMENT. This Agreement and the other Credit Documents, as well as the indebtedness, rights (including all Liens and security interests) and Secured Obligations evidenced hereby and thereby, are and shall at all times be and remain subordinated in right and time of payment to the extent and in the manner set forth in the Revolving Facility Subordination Agreement, to the prior Payment in Full (as defined therein) of all Senior Debt (as defined therein) and any related Liens and security interests, and each holder of or creditor with respect to this Agreement and the other Credit Documents, by its acceptance hereof and thereof, irrevocably agrees to be bound by the provisions of the Revolving Facility Subordination Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed on the date first written above.

**VACANT PROPERTY SECURITY LLC**

By: 

Name: Caroline Reaves

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Term Loan)]

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,  
as Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<b>Owner's Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
Vacant Property Security LLC	5317261	10/24/2017	VPS

[Schedule I]  
Trademark Security Agreement