

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novatech, Inc.		03/20/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	121 Alhambra Plaza, Suite 1505		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3205039	NOVACOPY	
Registration Number:	5666793	NOVATECH MULTIMEDIA & SECURITY	
Registration Number:	5666794	NOVATECH MULTIMEDIA & SECURITY	
Registration Number:	5666795	NOVATECH MULTIMEDIA & SECURITY	
Serial Number:	87929772	NOVATECH	
Serial Number:	87929766	NOVATECH	
Serial Number:	87929784	NOVATECH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	49976-30050		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$190.00 3205039

DATE SIGNED:	12/16/2020
---------------------	------------

Total Attachments: 6

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page1.tif

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page2.tif

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page3.tif

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page4.tif

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page5.tif

source=Novatech - Amended and Restated Trademark Security Agreement (March 2019) (Executed)
241414905_1#page6.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned ("Grantor") for the benefit of CIBC Bank USA, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with an Amended and Restated Guaranty and Collateral Agreement, dated as of March 20, 2019, among the Grantors party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

RECITALS

WHEREAS, Grantor has previously granted a security interest in, and lien on, certain of its assets as set forth in the Trademark Security Agreement, dated as of June 28, 2017, between Grantor and the Administrative Agent (the "Existing Trademark Agreement") in connection with the Guaranty and Collateral Agreement, dated as of June 28, 2017, among Grantor, certain of its affiliates and the Administrative Agent (the "Existing Guaranty and Collateral Agreement");

WHEREAS, Grantor and the other parties to the Existing Guaranty and Collateral Agreement have requested that the Administrative Agent and Lenders amend and restate the Existing Guaranty and Collateral Agreement and in connection therewith amend and restate the Existing Trademark Agreement pursuant to and in accordance with the terms and conditions set forth herein;

WHEREAS, the Administrative Agent and Lenders are willing to amend and restate the Existing Guaranty and Collateral Agreement and the Existing Trademark Agreement on the terms and conditions set forth herein;

WHEREAS, the Lenders are willing to continue to extend credit to Grantor and the other Borrowers (as defined in the Credit Agreement, as defined below) subject to the terms and conditions set forth in the Credit Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement, and the Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit;

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and in that certain Credit Agreement, dated as of June 28, 2017 (as amended, modified, or supplemented, the "Credit Agreement") by and among Grantor, the other Borrowers (as defined therein), the

Administrative Agent and the Lenders, and the Guaranty and Collateral Agreement, Grantor does hereby grant to the Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing 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:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. This Agreement has been entered into by Grantor and Administrative Agent primarily for recording purposes. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

This Agreement and all other security interests granted hereby shall terminate upon the Payment in Full of the Secured Obligations. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors and at the Grantors' expense to evidence and record the release of the security interests in the Collateral granted herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

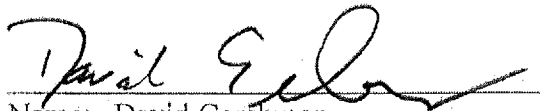
THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

The terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement; except, that, nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of the Grantor for the Secured Obligations and the continuation of the Administrative Agent’s Liens on the Collateral heretofore granted, pledged and/or assigned pursuant to the Existing Trademark Agreement and the other Existing Loan Documents. The Grantor does hereby acknowledge, confirm and agree that the Administrative Agent, for the benefit of the Secured Parties, has and shall continue to have a Lien upon the Collateral heretofore granted to the Administrative Agent pursuant to the Existing Trademark Agreement, as well as any Collateral granted, confirmed, reaffirmed and restated under this Agreement. The Administrative Agent’s Liens on the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens, whether under the Existing Trademark Agreement or any other Existing Loan Documents. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Grantor evidenced by or arising under the Existing Trademark Agreement or the other Existing Loan Documents (except to the extent any such indebtedness, obligations or liabilities is actually paid on the date hereof).

[Signature pages follow]

NOVATECH, INC.,
a Tennessee corporation

By: 
Name: David Gershman
Title: Executive Vice President, General
Counsel, Secretary and Authorized Signatory

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 007135 FRAME: 0675

Acknowledged:

CIBC BANK USA, as Administrative Agent

By: 

Name: Richard Lavina

Title: Group Manager, Regional President

SCHEDULE 1

TRADEMARK COLLATERAL

Registrant/Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Novatech, Inc.	78566569	3205039	February 14, 2005	February 6, 2007
Novatech, Inc.	88066785	5666793	August 6, 2018	January 29, 2019
Novatech, Inc.	88066795	5666794	August 6, 2018	January 29, 2019
Novatech, Inc.	88066798	5666795	August 6, 2018	January 29, 2019
Novatech, Inc.	87929772	N/A	May 21, 2018	N/A
Novatech, Inc.	87929766	N/A	May 21, 2018	N/A
Novatech, Inc.	87929784	N/A	May 21, 2018	N/A