

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615792

<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>
INDISPENSE HOLDINGS LLC		12/10/2020	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERPRISE BANK & TRUST		
<b>Street Address:</b>	3900 East Camelback Road, Suite 180		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	Chartered Trust Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87192164	INDISPENSE	
<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>Email:</b>	andrew.dupree@quarles.com		
<b>Correspondent Name:</b>	Andrew Dupree		
<b>Address Line 1:</b>	411 East Wisconsin Avenue, Suite 2400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Andrew Dupree		
<b>SIGNATURE:</b>	/Andrew Dupree/		
<b>DATE SIGNED:</b>	12/21/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “*Agreement*”), dated as of December 10, 2020, is made by INDISPENSE HOLDINGS LLC, an Arizona limited liability company (“*Grantor*”), with its principal place of business and mailing address at 668 North 44<sup>th</sup> Street, Phoenix, Arizona 85008, in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “*Bank*” or “*Secured Party*”), with its mailing address at 3900 East Camelback Road, Suite 180, Phoenix, Arizona 85018, and its successors and assigns.

### PRELIMINARY STATEMENTS

A. Grantor, the other Borrower parties thereto, and the Bank are parties to a Main Street Priority Term Credit Agreement of even date herewith (as amended or modified from time to time, the “*Credit Agreement*”), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor and the other Borrowers (each a “*Debtor*” and collectively the “*Debtors*”) grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the “*Security Agreement*”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party 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. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

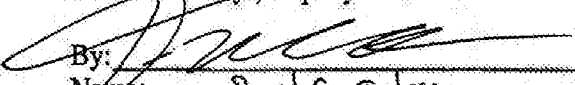
4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

**INDISPENSE HOLDINGS LLC**, an Arizona  
limited liability company

By:   
Name: David C. Tedesco  
Title: Chairman

Trademark Security Agreement - inDispense Holdings LLC

QB65928784

**TRADEMARK**  
**REEL: 007141 FRAME: 0520**

Accepted and agreed to as of the date and year first above.

**ENTERPRISE BANK & TRUST**

By: 

Name: Brian Crisp

Title: Senior Vice President

**SCHEDULE A**

<b>MARK</b>	<b>APPL. SER. NO./REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>
INDISPENSE	87/192164/6 064486	October 4, 2016/May 26, 2020	Registered