

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMAS OE SOLUTIONS, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, Collateral Agent		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88479404	EFFICIENCY UP	
Serial Number:	88479416	OPTIBEAM	
Serial Number:	88479417	OPTIDROP	
Registration Number:	5261549	OPTIMAS	
Registration Number:	5261560	OPTIMAS	
Registration Number:	5407874	OPTIMAS SOLUTIONS	
Serial Number:	88479415	OPTIRACK	
Serial Number:	88479412	OPTISCALE	
Serial Number:	88479410	OPTIZONE	
Registration Number:	1905290	Q	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$265.00 88479404

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Corenda R. Gaines

SIGNATURE: /Corenda R. Gaines/

DATE SIGNED: 12/30/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of December 30, 2020, by the undersigned (the “Grantor”), in favor of ALLY BANK, as Collateral Agent (the “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), among OPTIMAS OE SOLUTIONS HOLDING, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries of Holdings (including Grantor), as Grantors (as defined therein), and Collateral Agent.

WHEREAS, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement 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. All capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by the Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the liens on and security interests in the Trademark Collateral 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 that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. This Trademark Security 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the law of the State of New York.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally Bank, as Collateral Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Bank, as Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") by and between Ally Bank as Revolving Collateral Agent and Ally Bank as Term Collateral Agent (each term as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each 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.

OPTIMAS OE SOLUTIONS, LLC

By: Marc Strandquist

Name: Marc Strandquist

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Collateral Agent

By: 

Name: Francois Delangle

Title: Authorized Signatory

[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 007151 FRAME: 0221

Trademarks

Schedule I

Country	Mark	Service Mark (SM) or Trademark (TM)	Class I = International	First Registration or Filing Date	Registration No. or Application No.	Comments
USA	EFFICIENCY UP	TM	6, 20, 35	June 19, 2019	88/479,404	Filed
USA	OPTIBEAM	TM	35	June 19, 2019	88/479,416	Filed
USA	OPTIDROP	TM	35	June 19, 2019	88/479,417	Filed
USA	OPTIMAS	TM	6, 20, 35	March 30, 2015	5,261,549	Registered
USA	OPTIMAS & DESIGN	TM	6, 20, 35	April 4, 2015	5,261,560	Registered
USA	OPTIMAS SOLUTIONS	TM	35	March 30, 2015	5,407,874	Registered
USA	OPTIRACK	TM	35	June 19, 2019	88/479,415	Filed
USA	OPTISCALE	TM	35	June 19, 2019	88/479,412	Filed
USA	OPTIZONE	TM	35	June 19, 2019	88/479,410	Filed
USA	Q (STYLLIZED)	TM	6	July 18, 1995	1,905,290	Registered

TRADEMARK

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