

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEMPUS NOVA, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as Administrative Agent		
Street Address:	1271 Avenue of the Americas, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88214782	TEMPUS NOVA	
Serial Number:	88219472	TN TEMPUS NOVA	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	12/31/2020		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020 (this “*Trademark Security Agreement*”), is made by TEMPUS NOVA, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, KERAS MERGER SUB, LLC, a Delaware limited liability company (the “*Initial Borrower*”), RCKC ACQUISITIONS, LLC, a Delaware limited liability company (the “*Borrower*”), KERAS INTERMEDIATE, LLC, a Delaware limited liability company (the “*Parent*”), the financial institutions from time to time parties thereto as lenders (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Initial Borrower, the Borrower, Parent, and certain other Persons, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a 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 referred to on Schedule I hereto.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more

fully set forth in the Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Counterparts.** This Trademark Security 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.


Section 5 **Governing Law.** This Trademark Security 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 New York.

[signature pages follow]

IN WITNESS WHEREOF, the 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.

GRANTOR:

TEMPUS NOVA, LLC

By: 
Name: Vitali Bourchtein
Title: Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

GRANTOR:

TEMPUS NOVA, LLC

By: _____

Name:

Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC

By: _____

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Status	Jurisdiction	Serial No.	Date Filed	TM Registration No.	TM Registration Date	Owner
Tempus Nova	Registered	United States	88214782	December 3, 2018	5793681	July 2, 2019	Tempus Nova, LLC
TN Tempus Nova	Registered	United States	88219472	December 6, 2018	5825470	August 6, 2019	Tempus Nova, LLC

II. TRADEMARK APPLICATIONS

None.