

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A360 Enterprises, LLC		01/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AUDAX PRIVATE DEBT LLC, as Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5231756	BETTER. FOR ALL	
Registration Number:	5231753	ACCESSIBLE 360	
Serial Number:	88853152	REVIEWED BY ACCESSIBLE360	
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		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/21/2021		
Total Attachments: 5			
source=T-Base - Trademark Security Agreement 264035237_1#page1.tif			
source=T-Base - Trademark Security Agreement 264035237_1#page2.tif			

CH \$90.00 5231756

source=T-Base - Trademark Security Agreement 264035237_1#page3.tif

source=T-Base - Trademark Security Agreement 264035237_1#page4.tif

source=T-Base - Trademark Security Agreement 264035237_1#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 21, 2021, by A360 Enterprises, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to the Credit Agreement dated as of November 1, 2019 among the Grantor, the other borrowers party thereto, the lenders party thereto, and Agent.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of November 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have such meanings as set forth in the Security Agreement) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor (the “**Trademark Collateral**”):

- (a) Trademarks of Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto

may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

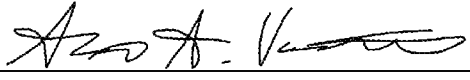
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, 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.

Very truly yours,

A360 ENTERPRISES, LLC

By: 
Name: Alexis Vanstone
Title: Vice President

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, 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.


Very truly yours,

A360 ENTERPRISES, LLC

By: _____
Name:
Title:

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Agent

By:  _____
Name: Blake R. Loweth
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
A360 Enterprises, LLC	5,231,756	BETTER FOR ALL
A360 Enterprises, LLC	5,231,753	ACCESSIBLE 360
A360 Enterprises, LLC	88853152	REVIEWED BY ACCESSIBLE 360