

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624574

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900585599		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CEDAR GATE TECHNOLOGIES, INC.		12/14/2020	Corporation: DELAWARE
DEERWALK INC.		12/14/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB PRIVATE CREDIT INVESTORS LLC		
<b>Street Address:</b>	500 West 5th Street, Suite 1100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5110509	CEDAR GATE	
<b>Registration Number:</b>	5110510	CEDAR GATE TECHNOLOGIES	
<b>Registration Number:</b>	5110511	CEDAR GATE TECHNOLOGIES	
<b>Registration Number:</b>	5110512	CEDAR GATE TECHNOLOGIES	
<b>Registration Number:</b>	4101619	DEERWALK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7146686355		
<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>Phone:</b>	7146686255		
<b>Email:</b>	sunnyelee@paulhastings.com		
<b>Correspondent Name:</b>	Sunny E. Lee		
<b>Address Line 1:</b>	695 Town Center Drive, 17th Floor		
<b>Address Line 2:</b>	PAUL HASTINGS LLP		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	92225-120 BELL/PESAVENTO		
<b>NAME OF SUBMITTER:</b>	Sunny E. Lee		

<b>SIGNATURE:</b>	/s/ Sunny E. Lee
<b>DATE SIGNED:</b>	02/04/2021
<b>Total Attachments: 8</b> source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page1.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page2.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page3.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page4.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page5.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page6.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page7.tif source=AB_GHA - IP Security Agreement (Fifth Amendment)(Fully Executed)(106101074_1)#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of December 14, 2020, is made by and among DEERWALK INC., a Delaware corporation, and CEDAR GATE TECHNOLOGIES, INC., a Delaware corporation (each a “Grantor” and collectively the “Grantors”), and AB PRIVATE CREDIT INVESTORS LLC, as administrative agent (“Administrative Agent”), and as lead arranger for the lenders under the Credit Agreement referenced below (the “Secured Parties”).

### RECITALS

A. WHEREAS, pursuant to the Credit Agreement, dated as of October 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GHA Intermediate, Inc., a Delaware corporation (“Holdings”), GHA Buyer, Inc., a Delaware corporation (the “Borrower”), the several financial institutions or entities from time to time parties thereto (each a “Lender” and collectively, the “Lenders”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to the Borrower upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Credit Agreement, each Grantor and certain other affiliates of the Grantors are parties to the Guarantee and Collateral Agreement, dated as of October 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, each Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, each Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement, the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. The provisions of the Credit Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the IP Collateral (as defined below) are as provided by the Credit Agreement and the Collateral Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Credit Agreement or the Collateral Agreement, shall have the meanings given to them in the Credit Agreement or the Collateral Agreement, as the context requires.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, each Grantor hereby pledges and grants to Administrative Agent, for the benefit of Lenders, a security interest in and to all of such Grantor's right, title and interest in, to and under all Intellectual Property constituting Collateral, including, without limitation, all of the following, whether now existing or hereafter arising (collectively, the "IP Collateral"):

(a) Patents, including all patent registrations and pending patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) Trademarks, including all trademark registrations and pending trademark applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all renewals thereof;

(c) Copyrights, including all copyright registrations, and pending copyright applications, including, without limitation, those set forth in Schedule 3, and all renewals thereof;

(d) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, in each case, to the extent constituting Collateral; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, in each case, to the extent constituting Collateral; provided that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **Reserved.**

4. **Recordation.** Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Administrative Agent.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this 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 signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

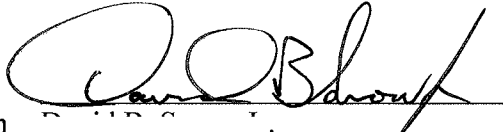
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7. **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of law rules thereof (other than Section 5-1401 of the New York General Obligations Law).

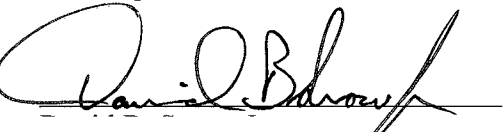
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEERWALK, INC.,  
a Delaware corporation

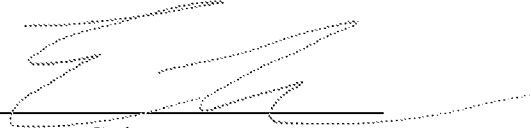
By:   
Name: Daniel Blouin  
Title: Chief Executive Officer and President

CEDAR GATE TECHNOLOGIES, INC.,  
a Delaware corporation

By:   
Name: Daniel Blouin  
Title: Chief Executive Officer and President

AGREED TO AND ACCEPTED:

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Evan Cohen

Title: Managing Director

**SCHEDULE 1**




**Patents**

None.



## SCHEDULE 2

### Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner/Filer</u>
CEDAR GATE	United States	5,110,509	12/27/2016	Cedar Gate Technologies, Inc.
CEDAR GATE TECHNOLOGIES	United States	5,110,510	12/27/2016	Cedar Gate Technologies, Inc.
	United States	5,110,511	12/27/2016	Cedar Gate Technologies, Inc.
	United States	5,110,512	12/27/2016	Cedar Gate Technologies, Inc.
	United States	4,101,619	2/21/2012	DeerWalk Inc.

**SCHEDULE 3**

**Copyrights**

None.