

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tru-D SmartUVC, LLC		02/18/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
Internal Address:	Corporate Trust & Loan Agency		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5760583		
Registration Number:	4414600	LUMALIER	
Registration Number:	4418132	SENSOR360	
Registration Number:	3870092	TRU-D	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	02/19/2021		
Total Attachments: 5			
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TRADEMARK INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 18, 2021 by the signatory hereto (the “**Grantor**”) in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 13, 2018, as supplemented by that certain Pledge Supplement executed by the Grantor in favor of the Collateral Agent on the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

Section 2. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (other than any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark or Trade Secret, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

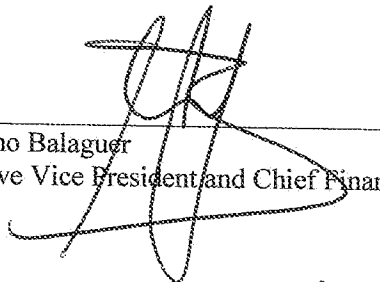
Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRU-D SMARTUVC, LLC,
as the Grantor

By: _____
Name: Mariano Balaguer
Title: Executive Vice President and Chief Financial
Officer

A handwritten signature in black ink, appearing to be 'M. Balaguer', written over a horizontal line. The signature is stylized and somewhat abstract.

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007197 FRAME: 0387

**HSBC BANK USA, NATIONAL ASSOCIATION, as
Collateral Agent**

By: 

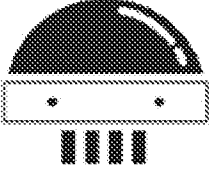
Name: Asma Alghofailey
Title: Vice President

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 007197 FRAME: 0388**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. Date</u>	<u>Status</u>	<u>App./Reg. No.</u>
TRU-D SmartUVC, LLC	United States		Filing: 3/9/2018 Registration: 5/28/2019	Registered	5760583
TRU-D SmartUVC, LLC	United States	Lumalier	Filing: 3/5/2013 Registration: 10/8/2013	Registered	4414600
TRU-D SmartUVC, LLC	United States	Sensor 360	Filing: 3/2/2013 Registration: 10/15/2013	Registered	4418132
TRU-D SmartUVC, LLC	United States	TRU-D	Filing: 3/26/2010 Registration: 11/2/2010	Registered	3870092