

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exadel, Inc.		03/02/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance Agency, LLC, as Agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4186802	EXADEL	
<b>Registration Number:</b>	5684939	E EXADEL	
<b>Registration Number:</b>	4441508	APPERY.IO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	03/02/2021		
<b>Total Attachments: 6</b>			
source=Jupiter - Trademark Security Agreement (Executed)#page1.tif			
source=Jupiter - Trademark Security Agreement (Executed)#page2.tif			
source=Jupiter - Trademark Security Agreement (Executed)#page3.tif			

CH \$90.00 4186802

source=Jupiter - Trademark Security Agreement (Executed)#page4.tif  
source=Jupiter - Trademark Security Agreement (Executed)#page5.tif  
source=Jupiter - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

**This Trademark Security Agreement** (this “**Assignment**”) is made as of this 2<sup>nd</sup> day of March, 2021, by the Assignor listed on the signature page hereof (the “**Assignor**”), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among JupiterEx Intermediate Holding, LLC, a Delaware limited liability company (“**Parent Holdco**”), as the initial borrower, and immediately upon the consummation of the Exadel Acquisition (as defined therein), Exadel, Inc., a California corporation (“**Exadel**”), each Subsidiary of Exadel listed as a “**Borrower**” on the signature pages thereto (together with Exadel and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), each Subsidiary of Parent Holdco (except Exadel) from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, pursuant to the Credit Agreement, the Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

**1. Defined Terms.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

**2. Grant of Security Interest in Trademark Collateral.** The Assignor hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Assignor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the “**Trademark Collateral**”):

(a) all of such Assignor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

**3. Security For Obligations.** This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by the Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Assignor.

**4. Credit Agreement.** The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Assignment is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**5. Authorization to Supplement.** If the Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting the Assignor’s obligations under this Section 5, the Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on **Schedule I**.

**6. Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

**7. Construction.** Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.”

The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer duly authorized as of the date first set forth above.

ASSIGNOR:

EXADEL, INC.

By: 

Name: Fima Katz

Title: President and Chief Executive Officer


AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,  
LLC**

By:   
Name: Daniel E. Wolf  
Title: Senior Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademarks

<b>Registered Trademarks</b>				
<b>Country</b>	<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
USA	Exadel, Inc.	EXADEL	4186802	August 7, 2012
USA	Exadel, Inc.		5684939	February 26, 2019
USA	Exadel, Inc.	APPERY.IO	4441508	November 26, 2013