

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Intellectual Property Security Interest in Trademarks Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empyrean Solutions, LLC		03/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A.		
Street Address:	11 West 42nd Street, 13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5573716	EMPYREAN SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	03/25/2021		
Total Attachments: 5			
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**SHORT FORM INTELLECTUAL PROPERTY
SECURITY INTEREST IN TRADEMARKS AGREEMENT**

This SHORT FORM INTELLECTUAL PROPERTY SECURITY INTEREST IN TRADEMARKS AGREEMENT (as may be amended, amended and restated, supplemented, extended or otherwise modified from time to time, this “*Short Form IP Security Agreement*”), dated March 23, 2021, is made by Empyrean Solutions, LLC, a Delaware limited liability company (“*Grantor*”) in favor of CIT Bank, N.A. as administrative agent (together with its successors, in such capacity, the “*Administrative Agent*”).

W I T N E S S E T H

WHEREAS, the Grantor entered into the Guarantee and Collateral Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented, extended or otherwise modified from time to time, the “*GCA*”) among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the GCA, the Grantor has pledged and granted to the Administrative Agent a security interest in, among other property, certain Intellectual Property of the Grantor, and the Grantor has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Short Form IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent on behalf of itself and the Lenders, as follows:

SECTION 1. Grant of Security. The Grantor hereby pledges, and grants to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, a security interest in and Lien on all of the Grantor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “*Collateral*”):

- (a) the United States registered Trademarks and Trademarks for which United States applications are pending (excluding United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; provided that after such period, the Grantor acknowledges that such interest in such Trademark application shall be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral), including without limitation, as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Short Form IP Security Agreement secures the payment of all Secured

Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of 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 original.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the GCA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the GCA and the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the GCA. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of either the GCA or the Credit Agreement, the terms of the GCA or Credit Agreement, as applicable, shall govern. Notwithstanding anything to the contrary contained herein, the Collateral shall not include, and the security interest shall not attach to, any Excluded Assets; provided that, if any property owned by the Grantor ceases to constitute an Excluded Asset, then automatically (and without any further action), (i) the Grantors shall be deemed to have granted a security interest in such property in favor of Administrative Agent to further secure the Secured Obligations, and (ii) such property shall constitute part of the Collateral hereunder.

SECTION 6. Governing Law. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Short Form IP Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SECTION 8. Definitions. Capitalized terms used in this Short Form IP Security Agreement and not otherwise defined herein have the meanings specified in GCA.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.

GRANTOR:

EMPYREAN SOLUTIONS, LLC


By: 
Name: Stephen S. Tsang
Title: Treasurer and Chief Financial Officer

**ACKNOWLEDGED BY
ADMINISTRATIVE AGENT:**

CIT BANK, N.A.

By: Nicole Rapport
Name: Nicole Rapport
Title: Director

SCHEDULE A
TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Applicable Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
EMPYREAN SOLUTIONS, LLC	 EMPYREAN SOLUTIONS and Design	December 11, 2017	87715842	October 2, 2018	5573716	Registered