

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642440

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900610736

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MASTERIT LLC		03/12/2021	Limited Liability Company: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	DEERPATH FUND SERVICES, LLC, as Agent
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10174
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77097405	MASTERIT TECHNOLOGY WORKING FOR BUSINESS

**CORRESPONDENCE DATA**

**Fax Number:** 7132266397  
*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.*  
**Phone:** 713-226-6000  
**Email:** TMMail@porterhedges.com  
**Correspondent Name:** Jonathan Pierce  
**Address Line 1:** P.O. Box 4744  
**Address Line 4:** Houston, TEXAS 77210-4744

<b>ATTORNEY DOCKET NUMBER:</b>	010997-0244
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce
<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	04/27/2021

**Total Attachments: 7**

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**GRANT OF A SECURITY INTEREST—TRADEMARKS**

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of March 12, 2021, by MASTERIT LLC, A TENNESSEE LIMITED LIABILITY COMPANY ("*Grantor*"), in favor of DEERPATH FUND SERVICES, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 12, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement.

Delivery of an executed counterpart by any electronic means shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MASTERIT LLC

By:  \_\_\_\_\_  
Name: Sandy Reeser  
Title: President, Chief Executive Officer and  
Treasurer

**SCHEDULE A  
TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations**

<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Trademark</b>	<b>Design/Logo</b>	<b>Trademark Owner</b>
RN: 3491099 SN: 77097405	Registered: August 26, 2008  Filed: February 1, 2007	<b>MASTERIT TECHNOLOGY WORKING FOR BUSINESS (Stylized)</b>	 The logo for MasterIT, featuring the word "masterIT" in a lowercase, sans-serif font. The "IT" is in a larger, bold font. Below the text is a horizontal line with a wavy, textured pattern underneath it.	MasterIT LLC