

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Copyright, Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTROID SYSTEMS, LLC	FORMERLY Centroid Systems, Inc.	04/30/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6259333	SIMPLIFYING THE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	/Linda A. Salera/		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	04/30/2021		
Total Attachments: 7			
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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of April 30, 2021, is made by and between **CENTROID SYSTEMS, LLC**, a Michigan limited liability company, f/k/a Centroid Systems, Inc., a Michigan corporation (the "Company"), and **CIBC BANK USA**, as administrative agent for itself, the Lenders and, to the extent set forth in the Guaranty and Collateral Agreement, certain Affiliates of the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. Centroid Buyer LLC, a Delaware limited liability company, as initial Borrower, and following the consummation of the Closing Date Acquisition, Holdings, Centroid Systems, LLC, a Michigan limited liability company (the "Company") and following the consummation of the Closing Date Acquisition, the "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent are parties to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of the Company.

B. The Loan Parties, the other "Grantors" from time to time party thereto and the Administrative Agent executed that certain Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), dated as of the date hereof, as a condition precedent to the effectiveness of the Credit Agreement and the other Loan Documents.

C. As a condition to extending credit to or for the account of Company, the Administrative Agent and the Lenders have required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Guaranty and Collateral Agreement, or, if not defined therein, in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Copyright Licenses" means Copyright Licenses, as such term is defined in the Guaranty and Collateral Agreement, including, without limitation, all exclusive inbound registered copyright licenses as listed on Exhibit C.

"Copyrights" means Copyrights, as such term is defined in the Guaranty and Collateral Agreement, including, without limitation, all copyright registrations and copyright applications as listed on Exhibit C.

"Patents" means Patents, as such term is defined in the Guaranty and Collateral Agreement, including, without limitation, all patents and patent applications as listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means Trademarks, as such term is used in the

Guaranty and Collateral Agreement, including, without limitation, the respective goodwill associated with each trademark, and the trademark registrations and trademark applications as listed on Exhibit B.

2. Security Interest. The Company hereby grants to the Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, the Copyright Licenses, and in the Patents and in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks are no longer on an "intent to use" basis) to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations pursuant to the Credit Agreement. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application or other Intellectual Property. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and the Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent and the Lenders with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Copyright Licenses, Patents and Trademarks.

3. Termination. This Agreement shall terminate and the Security Interests shall be released upon the payment and performance in full of the Secured Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Loan Documents. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on the Copyrights, Copyright Licenses, Patents and Trademarks and Security Interests granted herein.

4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by the Administrative Agent shall be deemed to be originals.

5. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

COMPANY:

CENTROID SYSTEMS, LLC

By: 

Name: Trent Hickman

Title: Vice President

[Centroid – Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007276 FRAME: 0005

ADMINISTRATIVE AGENT:

CIBC BANK USA

By: 
Name: Jeff Goldrich
Title: Managing Director

EXHIBIT A

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

EXHIBIT B

ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

Company	Trademark	Jurisdiction	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Centroid Systems, LLC ¹	SIMPLIFYING THE CLOUD	US	88752363	6259333	Jan. 09, 2020	Feb. 02, 2021

TRADEMARK APPLICATIONS

None.

¹ The record owner as of the date written above is Centroid Systems, Inc. A certificate of conversion from Centroid Systems, Inc. to Centroid Systems, LLC will be submitted to the USPTO.

EXHIBIT C

ISSUED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE INBOUND COPYRIGHT LICENSES

None.