

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GANTECH INC.		05/17/2021	Corporation: MARYLAND
GCOM IP LLC		05/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	590 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5459235	AUTHOMATE	
Registration Number:	5459234	STRONGPASS	
Serial Number:	78605464	G GANTECH	
Serial Number:	85708589	LISTEN INNOVATE DELIVER	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	6178568200		
Email:	ip@brownrudnick.com		
Correspondent Name:	Brown Rudnick LLP		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	028228.0042		
NAME OF SUBMITTER:	Matthew P. York		
SIGNATURE:	/Matthew P. York/		
DATE SIGNED:	05/17/2021		

CH \$115.00 5459235

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of May 17, by GANTECH INC., a Maryland corporation ("Gantech") and GCOM IP LLC, a Delaware limited liability company ("GCOM IP"; and collectively with Gantech, each a "Grantor", and collectively, the "Grantors"), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Gantech Acquisition Corp., a Delaware corporation ("Borrower"), Grantors, the other Credit Parties from time to time party thereto, and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrower; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security and Pledge Agreement"), among the Borrower, Grantors, the other Credit Parties and Grantee and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, (b) rights to sue for past, present and future infringements thereof and (c) renewals thereof ((a) through (c), collectively, "Trademarks"), (d) all agreements, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), and (e) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following (all of

the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; provided, however, that the Trademark Collateral shall not include any intent-to use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable Law); and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by each Grantor of the Compliance Certificate required to be delivered by or on behalf of Grantors under Sections 4.1(b) and 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantors and their affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Miscellaneous. The terms and provisions of Sections 10 (Continuing Agreement; Release), 11 (Amendments; Waivers; Modifications, etc.), 12 (Successors in Interest), 13 (Notices), 14 (Counterparts), 15 (Headings), 16 (Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial), 17 (Severability), 18 (Entirety), 19 (Other Security), 20 (Rights of Required Lenders), 22 (Joint and Several Liability), 23 (Waiver of Subrogation), 24 (Marshalling) and 25 (Waiver of Bond) of the Security and Pledge Agreement and Article 9 (Expenses and Indemnity) of the Credit Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.


6. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)


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

GRANTORS:

GANTECH INC.

By: 
Name: Kamal Bherwani
Title: President

GCOM IP LLC

By: 
Name: Kamal Bherwani
Title: Chief Executive Officer


SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007295 FRAME: 0721

Accepted and agreed to as of the date first above written.

GRANTEE:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC, as Administrative Agent**

By: 
Name: Arthur H. Penn
Title: Chief Executive Officer

Schedule 1

TRADEMARKS


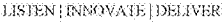
Owner	Trademark	Reg. No.	Reg. Date	Jurisdiction
GANTECH Inc.	GANTECH 	78605464	June 5, 2007	U.S.
GANTECH Inc.	LISTEN INNOVATE DELIVER 	85708589	Apr. 16, 2013	U.S.
GCOM IP LLC	Authomate	5459235	May 1, 2018	U.S.
GCOM IP LLC	StrongPass	5459234	May 1, 2018	U.S.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this ___ day of _____, 20___, by **GANTECH INC.**, a Maryland corporation (“**Gantech**”) and **GCOM IP LLC**, a Delaware limited liability company (“**GCOM IP**”; and collectively with Gantech, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Gantech Acquisition Corp., a Delaware corporation (“**Borrower**”), Grantors, the other Credit Parties from time to time party thereto, and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement dated as of May ___, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower; and

WHEREAS, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of May ___, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented, or otherwise modified from time to time, the “**Trademark Agreement**”; capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on such Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included

in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Financing Document. This Supplement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GANTECH INC.

By: _____
Name:
Title:

GCOM IP LLC

By: _____
Name:
Title:

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC, as Administrative Agent**

By: _____
Name:
Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademarks

Owner	Trademark	Reg. No.	Reg. Date	Jurisdiction

Trademark Licenses

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Schedule I