

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650167

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UG2 LLC		05/27/2021	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	People's United Bank, National Association		
<b>Street Address:</b>	One Post Office Square, 32nd Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86383080	UG2	
<b>Serial Number:</b>	88876486	UG2 RENEW	
<b>Serial Number:</b>	88876507	ENGINEERING4HEALTH	
<b>Serial Number:</b>	88886658	UG2RENEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	6174220200		
<b>Email:</b>	ams@bostonbusinesslaw.com		
<b>Correspondent Name:</b>	Scott C. Altonian		
<b>Address Line 1:</b>	155 Federal Street, 9th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Scott C. Altonian		
<b>SIGNATURE:</b>	/sca/		
<b>DATE SIGNED:</b>	05/27/2021		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of May 27, 2021 by and between UG2 LLC, a Massachusetts limited liability company with an office at 116 Huntington Avenue, 12th Floor, Boston, Massachusetts 02116 (“Debtor”), and People’s United Bank, National Association, having a banking office at One Post Office Square, 32nd Floor, Boston, Massachusetts 02109 (the “Lender”), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### RECITALS

Reference is made to the Amended and Restated Loan Agreement of even date herewith by and among the Debtor and the Lender (as amended, modified or supplemented from time to time, the “Loan Agreement”), as well as the Amended and Restated Security Agreement of even date herewith by and among the Debtor and the Lender (as amended, modified or supplemented from time to time, the “Security Agreement”), made in connection with the Credit Agreement. The Lender has agreed to make Loans and extend certain other financial accommodations to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement. The obligation of Lender to make Loans is conditioned upon, among other things, the execution and delivery by the Debtor of an agreement in the form hereof to secure the Obligations.

### AGREEMENTS

Accordingly, the Debtor and the Lender hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and equivalent protections in each work of authorship or derivative work thereof of Debtor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations thereof, and all applications in connection therewith.

“Copyright Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to use any Copyright.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” is defined in the Recitals.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and

Trademark Licenses.

“Obligations” shall have the meaning ascribed to it in the Security Agreement.

“Patents” shall mean all letters patent and applications for letters patent of Debtor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the letters patent and applications for letters patent listed on Exhibit B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Security Agreement” is defined in the Recitals.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Debtor, whether registered or unregistered, including, without limitation, the trademark applications and registrations listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to use any Trademark.

Each capitalized term or phrase used herein and not defined herein shall have the meaning assigned to such term or phrase in the Credit Agreement or the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST: Debtor, on the terms set forth in the Security Agreement and as collateral security for the full and timely payment of the Obligations in accordance with the terms thereof and of the instruments now or hereafter evidencing the Obligations, hereby grants to the Lender a continuing security interest, under the Uniform Commercial Code (as in effect on the date hereof and as amended from time to time hereafter) of each state having jurisdiction from time to time with respect to all or any portion of the Collateral (the “Code”), in and a lien on the following property (collectively, the “IP Collateral”):

- (a) All Copyrights;
- (b) All Patents;
- (c) All Trademarks, except for any United States trademark application filed on the basis of Debtor’s intent-to-use such mark, unless and until evidence of the use of such trademark

in interstate commerce is submitted to the United States Patent and Trademark Office;

(d) All renewals of any of the foregoing;

(e) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(f) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(g) All of Debtor's rights corresponding to any of the foregoing throughout the world.

3. PROTECTION OF INTELLECTUAL PROPERTY BY DEBTOR: Except as set forth below in this Section 3, Debtor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the registrations of all material Intellectual Property and take all other reasonable and necessary steps to maintain each registration of all material Intellectual Property.

(b) Take all actions reasonably necessary to prevent any material Intellectual Property from becoming forfeited, abandoned, or dedicated to the public.

(c) At Debtor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration for material Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At Debtor's sole cost, expense, and risk, take any and all action which Debtor reasonably deems appropriate under the circumstances to protect the material Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, and for purposes of clarification, so long as there is no Event of Default, and no Material Adverse Change would result therefrom, Debtor shall not have an obligation to use, maintain, or enforce any Intellectual Property that relates solely to any product, that has been discontinued, abandoned or terminated or that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES: Debtor represents and

warrants that:

(a) Exhibit A is a true, correct and complete list of all Copyright applications and registrations owned by Debtor as of the date hereof.

(b) Exhibit B is a true, correct and complete list of all issued or applied-for Patents owned by Debtor as of the date hereof.

(c) Exhibit C is a true, correct and complete list of all Trademark applications and registrations owned by Debtor as of the date hereof.

5. DEBTOR'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY: For so long as there is no Event of Default, Debtor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Debtor to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) Debtor first provides Lender with written notice of Debtor's intention to so sue for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by Debtor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) During the continuance of any Event of Default, Lender, by notice to Debtor, may terminate or limit Debtor's rights under this Section 5.

6. LENDER'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY: During the continuance of any Event of Default, Lender, acting in its own name or in that of Debtor, may (but shall not be required to) act in Debtor's place and stead and/or in Lender's own right in connection therewith as further provided in the Security Agreement.

7. RIGHTS UPON DEFAULT: During the continuance of any Event of Default, in addition to all of the other rights and remedies provided to Lender in the Loan Agreement with respect to the Collateral, Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the IP Collateral, in addition to which Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that Lender is authorized to exercise such rights and remedies.

8. INTENT: This Agreement is being executed and delivered by Debtor for the purpose of registering and confirming the grant of the security interest, granted pursuant to the Security Agreement, of Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the rights and remedies of the Lender with respect to the lien and security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement and the

Credit Agreement. Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

9. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts, without regard for the conflicts of laws provisions therein.

10. COUNTERPARTS: This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Debtor and Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

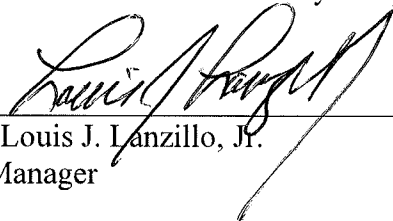
DEBTOR:

UG2 LLC,  
A Massachusetts limited liability company

By: \_\_\_\_\_

Name: Louis J. Lanzillo, Jr.

Title: Manager



LENDER:

PEOPLE'S UNITED BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_

Name: Michael A. Ferrara, Jr.

Title: Vice President



IN WITNESS WHEREOF, Debtor and Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTOR:

UG2 LLC,  
A Massachusetts limited liability company

By: \_\_\_\_\_  
Name: Louis J. Lanzillo, Jr.  
Title: Manager

LENDER:

PEOPLE'S UNITED BANK, NATIONAL  
ASSOCIATION

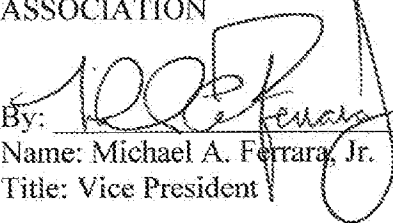
By:  \_\_\_\_\_  
Name: Michael A. Ferrara, Jr.  
Title: Vice President

EXHIBIT A

List of Copyrights

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE

EXHIBIT B

List of Patents

Patents and Patent Applications

Patent No.

Date of Filing

Description

NONE

EXHIBIT C

List of Trademarks

Appl./Serial No.	Mark	Status	Intl Class	He Date	Reg. No.	Reg. Date	Country	Trademark Type
86/383,080	UG2	REGISTERED	035	09/02/2014	4,839,560	10/27/2015	US	Service Mark
86/383,080	UG2	REGISTERED	037	09/02/2014	4,839,560	10/27/2015	US	Service Mark
86/383,080	UG2	REGISTERED	039	09/02/2014	4,839,560	10/27/2015	US	Service Mark
86/383,080	UG2	REGISTERED	042	09/02/2014	4,839,560	10/27/2015	US	Service Mark
88/876,486	UG2 ReNew	ALLOWED	37	04/17/2020			US	SERVICE
88/876,507	Engneerng4Health	ALLOWED	37	04/17/2020			US	SERVICE
88/876,527	Cleannng4Health	ABANDONED	37	04/17/2020			US	SERVICE
88/886,658	UG2 ReNew (SI ed)	REGISTERED	37	04/24/2020	6185260	10/27/2020	US	SERVICE