

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A Smart Start LLC		06/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4388136	SMARTOX ADVANCED TECHNOLOGY. EXCEPTIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	06/02/2021		
Total Attachments: 5			
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of June 2, 2021 (this “**Amendment**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of BNP PARIBAS, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to (i) that certain Security Agreement, dated as of August 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent and (ii) that certain Trademark Security Agreement, dated as of August 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”; capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Security Agreement or Trademark Security Agreement, as applicable), pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the parties hereto agree to amend the Trademark Security Agreement to include the additional trademark listed on Schedule 1 hereto (the “**New Trademark**”) in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Schedules*

Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as supplemented by the addition of the New Trademark scheduled on Schedule 1 attached hereto.

Section 2. *Effect of Amendment*

Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

Section 3. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Amendment.

Section 4. *Governing Law*

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 5. *Counterparts*

This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

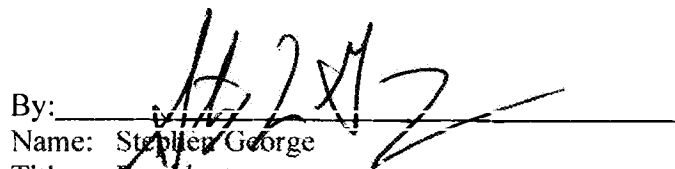
[Remainder of page intentionally left blank]

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

1A SMART START LLC

By: 
Name: David Allen
Title: Chief Financial Officer

A SIMPLE INTERLOCK, LLC

By: 
Name: Stephen George
Title: President

Accepted and Acknowledged by:

BNP PARIBAS,
as Administrative Agent


Stephanie Haski
Director

By: _____
Name: Stephanie Haski
Title: Director




By: _____
Name: Peter Bourneuf
Title: Vice President

[Signature Page to First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 007314 FRAME: 0064

SCHEDULE 1
to
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
1A SMART START, INC.	SMARTOX ADVANCED TECHNOLOGY. EXCEPTIONAL RESULTS. 	4388136 20-AUG-2013