

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIPPE & KINGSTON SYSTEMS, INC.		07/01/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Senior Credit (UWF) LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6084500	SUREPOINT	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32868 / 136		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	07/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 1, 2021 (this “Trademark Security Agreement”), is made by the Pledgor that is a signatory hereto (the “Pledgor”), in favor of SENIOR CREDIT (UWF) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “Collateral Agent”), pursuant to that certain Credit Agreement, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, AQ HELIOS BUYER, INC., a Delaware corporation (“Borrower”), AQ HELIOS INTERMEDIATE I, INC., a Delaware corporation (“Holdings”), and each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, and SENIOR CREDIT (UWF) LLC, as administrative agent and as Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks including all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto. For the avoidance of doubt, no intent-to-use trademark applications are listed on Schedule 1 hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any “intent to use” Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the USPTO (but only until such statement is filed and accepted).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the Lien and security interest granted by the Security Agreement and the Lien and security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, Lien and security interest in, to and under the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

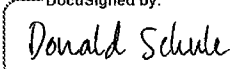
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The provisions of Section 10.06 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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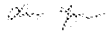
IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

RIPPE & KINGSTON SYSTEMS, INC.,
as a Grantor

DocuSigned by:

By: _____
Name: Donald Schule
Title: Chief Operating Officer

Accepted and Agreed:

SENIOR CREDIT (UWF) LLC,
as Collateral Agent

By:  _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Credit Party/Owner	Serial Number	Registration (Application) Number	Mark
RIPPE & KINGSTON SYSTEMS, INC.	88695822 18-NOV-2019	6084500 23-JUN-2020	SUREPOINT

United States Trademark Applications:

None.