

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTUS INDUSTRIES II, INC.		05/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AUXO MICHIGAN OPPORTUNITY FUND I, LLC		
Street Address:	146 Monroe Center NW Suite 1125		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4113447	ALTUS	
Registration Number:	2705462	ASCEND	
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>			
Email:	cdoerfler@dickinson-wright.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	1825 Eye St. N.W. , Suite 900		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Charlsie D. Doerfler		
SIGNATURE:	/Charlsie D. Doerfler/		
DATE SIGNED:	07/07/2021		
Total Attachments: 5			
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OP \$65.00 4113447

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 10, 2021 between the undersigned (the "Debtor") and Auxo Michigan Opportunity Fund I, LLC, in such capacity as collateral agent ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to (i) that certain Term Loan Agreement dated as of May 10, 2021 (as amended, restated or otherwise modified from time to time, the "MOF Term Loan Agreement") by and between Debtor and Auxo Michigan Opportunity Fund I, LLC, a Delaware limited liability company ("MOF"), MOF has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower; and (ii) that certain Term Loan Agreement dated as of May 10, 2021 (as amended and restated from time to time, the "Spectrum Term Loan Agreement" and collectively with the MOF Term Loan Agreement, the "Term Loan Agreements"), by and between Debtor and Spectrum Health Ventures, LLC ("Spectrum"), Spectrum has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower;

B. WHEREAS, MOF and Spectrum are parties to that certain Intercreditor and Collateral Agency Agreement, dated on or about the date hereof (the "Agency Agreement"), pursuant to which, MOF and Spectrum agreed and appointed MOF to act as collateral agent for and on behalf of the Holders (as such term is defined in the Agency Agreement); and

C. WHEREAS, in connection with the Term Loan Agreements, the Debtor has executed and delivered that certain Security Agreement, dated as of May 10, 2021, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

D. WHEREAS, as a condition precedent to the making of the extensions of credit under the Term Loan Agreements, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Term Loan Agreements).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to extend credit to the Borrower pursuant to the Term Loan Agreements, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the

following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Term Loan Agreements or other Loan Documents (as defined in the Term Loan Agreements) and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Term Loan Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Term Loan Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

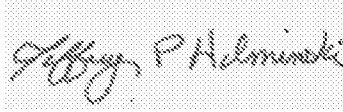
SECTION 8. The provisions of this Agreement are subject to the terms of a certain Subordination and Intercreditor Agreement, dated on or about the date hereof, among Comerica Bank, Debtor, MOF and Spectrum.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ALTUS INDUSTRIES II, INC.



By: _____

Name: Jeffrey P. Helminski

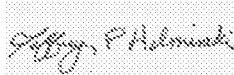
Title: Vice President

SECURED PARTY:

**AUXO MICHIGAN OPPORTUNITY FUND I,
LLC**, in its capacity as Collateral Agent

By: Auxo Investment Partners, LLC,
Its Manager

By: Auxo Management Partners, LLC,
Its Manager



By: _____

Name: Jeffrey P. Helminski

Title: Managing Partner

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

Serial Number	Reg. Number	Mark
77886530	4113447	ALTUS
78066912	2705462	ASCEND