

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667137

| | | | |
|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MARCH COMMUNICATIONS, LLC | | 08/12/2021 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | THE HUNTINGTON NATIONAL BANK | | |
| Street Address: | 222 N. LASALLE STREET, SUITE 1200 | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88085073 | INNOVATION INSIDE OUT | |
| Serial Number: | 86061497 | MARCH | |
| 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: | 3122584550 | | |
| Email: | rpaul@schiffhardin.com | | |
| Correspondent Name: | Rebecca Paul c/o Schiff Hardin LLP | | |
| Address Line 1: | 233 South Wacker Drive, Suite 7100 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Rebecca Paul | | |
| SIGNATURE: | /s/ Rebecca Paul | | |
| DATE SIGNED: | 08/12/2021 | | |
| Total Attachments: 16 | | | |
| source=IP Security Agreement (March Communications, LLC)#page1.tif | | | |
| source=IP Security Agreement (March Communications, LLC)#page2.tif | | | |
| source=IP Security Agreement (March Communications, LLC)#page3.tif | | | |
| source=IP Security Agreement (March Communications, LLC)#page4.tif | | | |

OP \$65.00 88085073

source=IP Security Agreement (March Communications, LLC)#page5.tif
source=IP Security Agreement (March Communications, LLC)#page6.tif
source=IP Security Agreement (March Communications, LLC)#page7.tif
source=IP Security Agreement (March Communications, LLC)#page8.tif
source=IP Security Agreement (March Communications, LLC)#page9.tif
source=IP Security Agreement (March Communications, LLC)#page10.tif
source=IP Security Agreement (March Communications, LLC)#page11.tif
source=IP Security Agreement (March Communications, LLC)#page12.tif
source=IP Security Agreement (March Communications, LLC)#page13.tif
source=IP Security Agreement (March Communications, LLC)#page14.tif
source=IP Security Agreement (March Communications, LLC)#page15.tif
source=IP Security Agreement (March Communications, LLC)#page16.tif

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of August 12, 2021 by March Communications, LLC, a Delaware limited liability company ("March Comm"), in favor of The Huntington National Bank (successor by merger to TCF National Bank) ("Lender").

WITNESSETH:

WHEREAS, SG WS Holdings, LLC, a Delaware limited liability company ("Holdings"), Walker Sands, LLC, a Delaware limited liability company ("Borrower"; Holdings, Borrower and March Comm are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), and Lender are parties to that certain Credit Agreement dated as of August 19, 2019 (as amended by the Amendment (as defined below) and as otherwise amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to that certain Joinder Agreement dated as of August 12, 2021 between March Comm and Lender, March Comm agreed to be deemed an Obligor under the Credit Agreement and to have all of the obligations of an Obligor thereunder;

WHEREAS, Obligors desire to amend the Credit Agreement pursuant to that certain Amendment No. 2 to Credit Agreement dated as of August 12, 2021 among Obligors and Lender (the "Amendment"); and

WHEREAS, it is a condition to the effectiveness of the Amendment and any extensions of credit to or for the benefit of Borrower under the Credit Agreement that, among other things, March Comm execute and deliver to Lender this Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all the Liabilities, March Comm hereby grants to the Lender a security interest in and to all of March Comm's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (collectively, the "IP Collateral");

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues,

divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which March Comm now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which March Comm now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all March Comm’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether March Comm is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by March Comm and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which March Comm now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all March Comm’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether March Comm is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or

hereafter owned by March Comm and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of March Comm's business connected with and symbolized by the Marks;

provided that in no event shall the IP Collateral include, or the security interest granted under this Section 2 attach to, any IP Collateral that constitutes Excluded Property (as defined in the Security Agreement dated as of the date hereof between March Comm and Lender); *provided, further*, that, if and when any IP Collateral shall cease to be Excluded Property, a Lien on and security in such IP Collateral shall be deemed granted herein.

3. Restrictions on Future Agreements. March Comm agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, March Comm will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with March Comm's obligations under this Agreement, and March Comm further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. March Comm agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses (in each case other than grants of non-exclusive licenses in the Ordinary Course of Business or as otherwise expressly permitted under the Credit Agreement), without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of March Comm. March Comm covenants, represents and warrants (to the best of March Comm's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to March Comm) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and March Comm is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of March Comm's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) March Comm owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to March Comm pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature (other than Permitted Liens), and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under March Comm, in each case

except for (A) rights granted by March Comm pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements or otherwise constituting Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which March Comm has any right, title or interest; (vii) March Comm has the unqualified right to enter into this Agreement and perform its terms; (viii) March Comm will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to March Comm's business); and (ix) March Comm will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, March Comm shall (i) obtain rights to any new patents, registered trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and, to the extent the same constitutes patents or trademarks registered with the United States Patent and Trademark Office or copyrights registered with the United States Copyright Office, March Comm shall give to Lender prompt written notice thereof. March Comm hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of March Comm or rights of Lender hereunder.

6. Royalties; Terms. March Comm hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to March Comm such smaller geographic location if any is specified for March Comm's use in the applicable License) and, without any liability for royalties or other related charges from Lender to March Comm. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. [Intentionally Omitted].

8. Termination of March Comm's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of March Comm and at March Comm's reasonable expense, execute and deliver to March Comm, all termination statements and other instruments as may be necessary or proper to evidence the termination of

Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. Duties of the March Comm. Except to the extent the same is no longer material to March Comm's business, March Comm shall have the duty (i) to use commercially reasonable efforts to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to use commercially reasonable efforts to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the March Comm. Except to the extent the same is no longer material to March Comm's business, March Comm shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, March Comm shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and March Comm shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. March Comm shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as

may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. March Comm hereby constitutes and appoints Lender as March Comm's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse March Comm's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. March Comm hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. March Comm acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. March Comm hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon March Comm and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.


17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

MARCH COMMUNICATIONS, LLC

By: 
Name: Hannah Craven
Title: Vice President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK

By: _____
Name: KC Beuker
Title: Senior Vice President

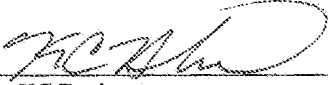
IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

MARCH COMMUNICATIONS, LLC

By: _____
Name: Hannah Craven
Title: Vice President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK

By:  _____
Name: KC Beuker
Title: Senior Vice President

Schedule A
Patents and Patent Applications

None

Schedule B
Copyrights

None

Schedule C
Patent and Copyright Licenses

None

Schedule D
Trademarks, Service Marks

| Trademark | App. No./ Reg. No. | App. Date | Reg. Date | Country | Owner of Record¹ |
|----------------------------------|-------------------------------|-----------------------|------------------|----------------|--|
| INNOVATION INSIDE OUT | RN: 5726732 SN: 88085073 | August 20, 2018 | April 16, 2019 | U.S. | March Communications Inc. (Delaware Corp.) |
| MARCH | RN: 4737432 SN: 86061497 | September 11, 2013 | May 19, 2015 | U.S. | March Communications, Inc. (Delaware Corp.) |

¹ To be updated to Debtor after closing, consistent with pre-closing conversion.

Schedule E
Trademark Licenses

None

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)


KNOW ALL MEN BY THESE PRESENTS, that March Communications, LLC, a Delaware limited liability company ("March Comm"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated August 12, 2021 (the "Collateral Agreement") between March Comm and The Huntington National Bank (successor by merger to TCF National Bank) ("Lender"), hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of March Comm at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of March Comm in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of August 19, 2019, among the Obligor and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligor under such Credit Agreement.

MARCH COMMUNICATIONS, LLC

By: 
Name: Hannah Craven
Title: Vice President