

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITEL Laboratories, Inc.		08/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86858908	THE SCIENCE OF FAIR SETTLEMENT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	08/26/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2021 (this “Agreement”), among ITEL LABORATORIES, INC. (the “Grantor”) and ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among TEMPO INTERMEDIATE CORP., a Delaware corporation (“Holdings”), TEMPO BUYER CORP., a Delaware corporation (“Borrower”), the Lenders and the Issuing Banks from time to time party thereto and ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent and (b) the U.S. Collateral Agreement dated as of August 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in

(i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto,

(ii) the goodwill of the business associated with or symbolized by the foregoing,

(iii) all Proceeds of the foregoing and

(iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”).

This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Asset, including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral

Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

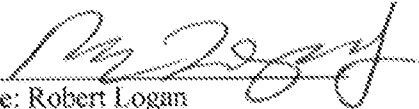
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ITEL LABORATORIES, INC., as Grantor

By: 
Name: Robert Logan
Title: President and Chief Executive Officer

ANTARES CAPITAL LP, as Collateral Agent

By: Colin W. Torrance

Name: Colin Torrance

Title: Duly Authorized Signatory

Schedule I

Trademark Registrations and Applications

Trademark	Application No.	Application Date	Registration Number	Registration Date	Status
THE SCIENCE OF FAIR SETTLEMENT	86858908	12/28/15	5017366	8/9/16	Registered