

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UHNDER, INC.		09/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5681825	UHNDER	
Serial Number:	90357497	VOXEL	
Serial Number:	90357501	VOXEL ROC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	63237-30130		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/25/2021		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 23, 2021 (this “Notice”), made by UHNDER, INC., a Delaware corporation (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of September 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor, Guarantors from time to time party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacity, the “Agent”) for the Beneficiaries. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.1 of the Loan Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, the Grantor, pursuant to the Loan Agreement hereby grants to the Agent for the benefit of the Beneficiaries, a security interest in all of the Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all registered or applied for Trademarks of the United States of America, including those listed on Schedule I, together with the goodwill associated with such Trademarks; provided, however, that the foregoing grant of security interest will not cover, and the Trademark Collateral shall not include, any Excluded Asset.

SECTION 3. Loan Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan 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 Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, each of which shall constitute an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Notice by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Notice and such counterpart shall be deemed to be an original hereof.

SECTION 5. Governing Law. THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Notice.

[Signature Pages Follow]

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

UHNDER, INC.

DocuSigned by:
Manju Hegde
By: _____
Name: Manju Hegde
Title: Chief Executive Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

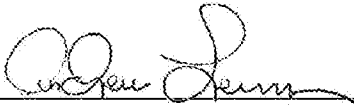
[Signature Page to Notice of Grant of Security Interest in Trademarks]

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

UHNDER, INC.

By: _____
Name: _____
Title: _____

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By:  _____
Name: Andrew Lennon
Title: Assistant Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by UHNDER, INC.

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
UHNDER	5681825	19-FEB-2019

U.S. Trademark Applications

Mark	Serial No.	Filing Date
VOXEL	90357497	03-DEC-2020
VOXEL ROC	90357501	03-DEC-2020