

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM677380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLENTIM LTD.		09/27/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GLAS TRUST COMPANY LLC		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5066085	CELL METRIC	
Registration Number:	5066944	SOLENTIM	
Serial Number:	90513776	VIPS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553605		
Email:	jmull@stblaw.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004233/0004		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	09/28/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of September 27, 2021 (this “**Agreement**”), among the undersigned Loan Party (the “**Grantor**”) and **GLAS TRUST COMPANY LLC (“GLAS”)**, as Administrative Agent.

Reference is made to (i) the Credit Agreement dated as of October 30, 2020 (as amended by Amendment No. 1 to Credit Agreement, dated as of November 12, 2020, as amended by that certain Incremental Facility Amendment, dated as of August 26, 2021, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Musky Holdings, Inc., a Delaware corporation (“**Holdings**”), Musky Acquisition, Inc., a Delaware corporation (the “**Borrower**”), the Lenders and the Issuing Banks from time to time party thereto and GLAS, as Administrative Agent and (ii) the Collateral Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

1 Terms

Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

2 Grant of Security Interest

As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule II; and

(ii) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

3 Collateral Agreement and other Security Documents

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, 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 or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

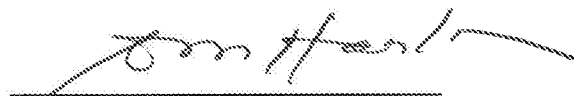
4 Counterparts

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. Signature pages to this Agreement delivered by electronic transmission (including by email in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOLENTIM LTD,

By: 

Name: Sue Hanlon

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007434 FRAME: 0553

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOLENTIM LTD,

By: _____
Name:
Title:

GLAS TRUST COMPANY LLC,
as Administrative Agent

By:  _____
Name: Yana Kislenko
Title: Vice President

SCHEDULE I

Trademarks/Trade Names Owned by Solentim Ltd

US Trademark Registrations

Mark	Registration No.	Class
CELL METRIC	5066085	9 and 10
SOLENTIM	5066944	9 and 10

US Trademark Applications

Mark	Application No.	Class	Status
VIPS	90513776	9 and 10	Pending

State Trademark Registrations

None.