

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement - First Lien		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Integrated Solutions LLC		09/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3545540	SUPERIOR INTEGRATED SOLUTIONS	
Serial Number:	97028423	DARWIN ONLINE	
Serial Number:	97028387	DARWIN AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045777-0133		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	09/28/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“**IP Security Agreement Supplement**”) dated September 28, 2021, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of ROYAL BANK OF CANADA (“**Royal Bank**”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Amended Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“**Holdings**”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“**Borrower**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Royal Bank, as administrative agent and Collateral Agent, entered into that certain First Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of December 16, 2019, that certain Second Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of January 21, 2020, and that certain Third Incremental Amendment to Senior Secured First Lien Credit Agreement dated as of November 30, 2020 (together, the “**Amendments**”) and that certain Senior Secured First Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”, and as amended by the Amendments, the “**Amended Credit Agreement**”). Terms defined in the Amended Credit Agreement and not otherwise defined herein are used herein as defined in the Amended Credit Agreement or, if not defined therein, as defined in the Security Agreement (as supplemented by the Security Agreement Supplement) referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as supplemented by that certain First Lien Security Agreement Supplement, dated as of December 16, 2019, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Trademark Security Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, the Grantor has executed and delivered that certain First Lien Security Agreement Supplement, dated as of the date hereof (the “**Security Agreement Supplement**”), and under the terms of the Security Agreement (as supplemented by the Security Agreement Supplement), the Grantor party thereto has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, inter alia, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following, except for any Excluded Property, whether now existing or hereafter arising or acquired from time to time (the "**Additional Collateral**"):

The Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(i) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement Schedules. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement (as supplemented by the Security Agreement Supplement). The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement (as supplemented by the Security

Agreement Supplement), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement Supplement and the Security Agreement (as supplemented by the Security Agreement Supplement), the Security Agreement (as supplemented by the Security Agreement Supplement) shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (Governing Law; Jurisdiction; Etc.) and 10.17 (Waiver of Jury Trial) of the Amended Credit Agreement are incorporated herein by reference, mutatis mutandis.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUPERIOR INTEGRATED SOLUTIONS LLC,
a Delaware limited liability company

DocuSigned by:

Joseph DaMour

By: _____

Name: Joseph DaMour

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement Supplement]

Acknowledged by:

ROYAL BANK OF CANADA, as Collateral Agent

By: 

Name: Susan Knocher
Title: Manager, Agency

[Signature Page to First Lien Trademark Security Agreement Supplement]

Schedule A

Trademark registrations and applications

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
SUPERIOR INTEGRATED SOLUTIONS	United States of America	77373919	1/17/2008	3545540	12/9/2008	Registered (Renewed) Supplemental Register	Superior Integrated Solutions LLC
DARWIN ONLINE	United States of America	97028423	9/15/2021	---	---	Pending	Superior Integrated Solutions LLC
DARWIN AUTOMOTIVE	United States of America	97028387	9/15/2021	---	---	Pending	Superior Integrated Solutions LLC