

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midpoint Bearing, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	1301 Fannin, 17th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5137286	KNOWLEDGE THROUGH EXPERIENCE	
Registration Number:	4287740	MIDPOINT BEARING	
Registration Number:	4287741	MIDPOINT BEARING	
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:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 2700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515068		
NAME OF SUBMITTER:	Maggie McGill		
SIGNATURE:	/Maggie McGill/		
DATE SIGNED:	10/05/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of September 30, 2021 (this “**Trademark Security Agreement**”), by MIDPOINT BEARING, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of VIRTUS GROUP, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to continue to provide financial accommodations to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

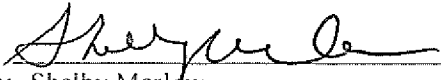
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

MIDPOINT BEARING, LLC. as Grantor

By:  _____

Name: Shelby Marlow

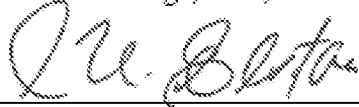
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007443 FRAME: 0440

VIRTUS GROUP, LP,
as Administrative Agent

By: Rocket Partners Holdings, LLC, its General Partner

By: 
Name: Joseph U. Elston
Title: Senior Vice President

**Schedule I
Trademark Registrations**

<u>Trademark</u>	<u>Application/ Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
<u>KNOWLEDGE THROUGH EXPERIENCE</u>	June 28, 2016 / February 7, 2017	Registered	RN: 5137286 SN: 87086954
<u>MIDPOINT BEARING</u>	December 7, 2011 / February 12, 2013	Registered	RN: 4287740 SN: 85489944
<u>MIDPOINT BEARING and Design</u>	December 7, 2011 / February 12, 2013	Registered	RN: 4287741 SN: 85489982