

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681028

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:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: OHIO		
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:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,lorrin.stone@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/14/2021		
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 JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders pursuant to the ABL Credit Agreement (as defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

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

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the 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 Property) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The ABL Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the ABL Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL Credit 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 ABL Credit Agreement, the provisions of the ABL Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the ABL Credit Agreement in accordance with Section 14.14 thereof, the Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

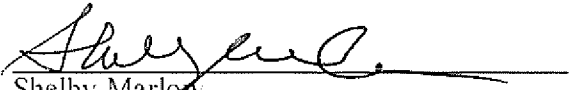
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile 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 15.13 and 15.14 of the ABL 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

JPMORGAN CHASE BANK, N.A., as Agent

By:

Name: Lia Cornejo

Title: Authorized Officer

Schedule I
Trademark Registrations and Use Applications

<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