

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Littleton Group Western Division, Inc.		11/01/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88647390	THE LITTLETON GROUP	
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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	11/02/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 1, 2021 (this "Agreement"), is made by The Littleton Group Western Division, Inc., a Texas corporation (the "Grantor"), in favor of GLAS Trust Corporation Limited, as security agent (in such capacity, together with any successor security agent appointed pursuant to the Intercreditor Agreement, the "Security Agent") for the benefit of the Secured Parties.

WHEREAS, the Grantor is party to a that certain US Security Agreement dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Security Agent, by way of executing and delivering a supplement to the Security Agreement, dated as of November 1, 2021, pursuant to which the Grantor granted to the Security Agent, for the benefit of the Secured Parties, a security interest in and Lien on the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a lien on and a continuing security interest in all of the right, title and interest of the Grantor in, to and under the following, excluding Excluded Property, whether now owned or existing or at any time hereafter acquired or existing (collectively, the "Trademark Collateral"):

- (a) all trademarks listed on Schedule I, including registrations listed on Schedule I; and
- (b) all Proceeds and products of any and all of the foregoing.

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

SECTION 4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to

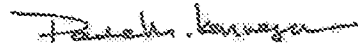
constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any such amendments, waivers, consents or supplements by facsimile, “.PDF” (“PDF”) or any other electronic transmission shall be effective as delivery of an original executed counterpart hereof or thereof. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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 Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE LITTLETON GROUP WESTERN
DIVISION, INC.**



By: _____

Name: Paula M. Kennesson

Title: Chief Financial Officer & Secretary

Accepted and Agreed:

GLAS TRUST CORPORATION LIMITED,

as Security Agent

By:



Name: Luxman Jegatheeswaran

Title: Transaction Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	App. No. App. Date	Reg. No. Reg. Date	Status/Status Date	Owner/Company
THE LITTLETON GROUP	88647390 October 9, 2019	6111686 July 28, 2020	Registered July 28, 2020	The Littleton Group Western Division, Inc.