

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OL USA LLC		11/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SANTANDER BANK, N.A.		
Street Address:	75 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5308342	LOCAL. AROUND THE WORLD.	
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:	16175232700		
Email:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	146702.00004		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	11/08/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of November, 2021, by and between OL USA LLC, a Delaware limited liability company (the "Grantor"), and SANTANDER BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that Loan and Security Agreement dated as of December 7, 2016 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Loan Agreement"), by and among (i) the Grantor, TTS WORLDWIDE, LLC, a Delaware limited liability company ("Worldwide"), OCEAN AIR SYSTEMS INTERNATIONAL, LLC, a Delaware limited liability company ("Ocean Air"), TZL LLC, a Delaware limited liability company ("TZL") (TZL, the Grantor, Worldwide and Ocean Air are individually and collectively and jointly and severally referred to herein as "Borrowers"), (ii) OL INTERNATIONAL HOLDINGS LLC, a Delaware limited liability company ("Parent"), and (iii) the Lender, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to continue to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall execute and deliver to Lender this Trademark Security Agreement as required by Section 5.11(c) of the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any trademark license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrowers.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Trademark Security Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

7. GOVERNING LAW AND CONSENT TO JURISDICTION PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND CONSENT TO JURISDICTION, AS SET FORTH IN SECTIONS 10.15 AND 10.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. WAIVER OF TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT. THE GRANTOR AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

OL USA LLC

By: Angel N Espinoza (4/18/2021)
Name: Angel N Espinoza
Title: CFO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

SANTANDER BANK, N.A.

By: _____
Name:
Title:



[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

OL USA LLC

By: _____
Name: Alan Baer
Title: President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

SANTANDER BANK, N.A.

By: Bruce H. Stonwood
Name: Bruce H. Stonwood
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007487 FRAME: 0664

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Title of Work / Mark	App. No. / Filing Date	Reg. No. / Reg. Date
OL USA LLC	LOCAL. AROUND THE WORLD.	87264896 December 12, 2016	5308342 October 10, 2017

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A