

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAMP OF FLORIDA, INC.		11/12/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88682605	XLINK	
Serial Number:	88682619	SWITCHUB	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.259		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	11/12/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2021, is made by AAMP of Florida, Inc., a Florida corporation (“Grantor”), in favor of MidCap Financial Trust (“MidCap”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties,

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of April 30, 2021, that certain Second Amendment to Credit Agreement, dated as of the date hereof, and as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Halifax AAMP Group, LLC, a Delaware limited liability company, as Initial Borrower, Audax AAMP Holdings, Inc. (now known as AAMP Global Holdings, Inc.), a Delaware corporation (the “US Borrower”), AAMP Armour Group Limited, a company incorporated in England and Wales (the “UK Borrower”, and together with the US Borrower, the “Borrowers” and each individually, a “Borrower”), the other persons designated as Credit Parties (as defined therein) from time to time party thereto, the Lenders and the L/C Issuer from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a party to that certain Guaranty and Security Agreement, dated as of November 5, 2019, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), 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 Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

(a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Guaranty and Security Agreement, as applicable.

(b) Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(d) Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(e) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(f) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including Section 5-1401 and Section 1402 of the General Obligations Law of the State of New York).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AAMP OF FLORIDA, INC.,
as Grantor

By:

A handwritten signature in black ink, appearing to read "Scott Forst", written over a horizontal line. The signature is cursive and includes a long horizontal stroke extending to the right.

Name: Scott Forst

Title: President

[Signature Page to Trademark Security Agreement]

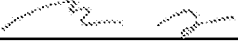
TRADEMARK
REEL: 007494 FRAME: 0007

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST
as Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Owner
US	XLINK	AN: 88682605	November 6, 2019	AAMP of Florida, Inc.
US	SWITCHUB	AN: 88682619	November 6, 2019	AAMP of Florida, Inc.