

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sase Company, LLC		11/15/2021	Limited Liability Company: WASHINGTON
Innovatech Products and Equipment Company		11/15/2021	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3105631	SASE
Registration Number:	4101275	QCS QUICK CHANGE SYSTEM
Registration Number:	4124086	WÜLF
Registration Number:	4720926	XENITH
Registration Number:	4720927	D 2
Registration Number:	4676194	TRITON
Registration Number:	4650056	TRIFECTA
Registration Number:	4720928	CRYSTALINO IX TECHNOLOGY
Registration Number:	4720933	D2
Registration Number:	4720934	TRIFECTA CRYSTALINO IX TECHNOLOGY SYSTEM
Registration Number:	4720935	XENITH
Registration Number:	4735988	TRITON
Registration Number:	4864425	SASE SIGNATURE FLOOR SYSTEM
Registration Number:	5071696	TOTALDRY
Registration Number:	5662300	D1
Registration Number:	5671063	D2
Registration Number:	5662301	PROTECTPLUS

OP \$590.00 3105631

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5662302	PROTECTSELECT
Registration Number:	5676009	SPR3
Registration Number:	5676010	SPR3WB
Registration Number:	3456358	STRIPE REMOVAL TECHNOLOGIES
Registration Number:	2404957	TERMINATOR
Registration Number:	1991187	INNOVATECH

CORRESPONDENCE DATA

Fax Number: 6175236850
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.
Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.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:	11/19/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2021 by SASE COMPANY, LLC, a Washington limited liability company (“*SASE*”) and INNOVATECH PRODUCTS AND EQUIPMENT COMPANY, a Washington limited liability company (“*Innovatech*”; together with SASE, collectively, herein referred to as “*Grantor*”), in favor of Twin Brook Capital Partners, LLC, in its capacity as agent for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “*Credit Agreement*”), by and among SASE, 1000014664 Ontario Inc., an Ontario corporation the financial institutions from time to time party thereto (the “*Lenders*”), and Twin Brook Capital Partners, LLC, as agent for all Lenders (the “*Agent*”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “*Collateral Agreement*”), made by Grantor, SASE Intermediate Holdings, Inc., a Delaware corporation, and the other grantors party thereto in favor of Agent (in such capacity, “*Grantee*”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) any renewal of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing; and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of electronic transmission (including "*pdf*"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

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

SASE COMPANY, LLC

By: 

Name: Karl Moritz

Title: President and CEO

**INNOVATECH PRODUCTS AND EQUIPMENT
COMPANY**

By: _____

Name: Brian Castleberry

Title: President

[Signature Page to Trademark Security Agreement]

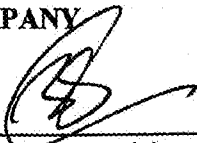
**TRADEMARK
REEL: 007499 FRAME: 0944**

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

SASE COMPANY, LLC

By: _____
Name: Karl Moritz
Title: President and CEO


**INNOVATECH PRODUCTS AND EQUIPMENT
COMPANY**

By:  _____
Name: Brian Castleberry
Title: President

ACKNOWLEDGED:

as of the date first written above.

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Kimberly Trick (Nov 14, 2021 10:13 CST)
Name: Kim Trick
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

Grantor	Mark	Serial Number	Filing Date	Registration Number	Registration Date
SASE Company, LLC	SASE	76612645	09/17/2004	3105631	06/20/2006
SASE Company, LLC	QCS QUICK CHANGE SYSTEM	85234551	02/04/2011	4101275	02/21/2012
SASE Company, LLC	WULF	85237331	02/08/2011	4124086	04/10/2012
SASE Company, LLC	XENITH	86035763	08/12/2013	4720926	04/14/2015
SASE Company, LLC	D 2	86035767	08/12/2013	4720927	04/14/2015
SASE Company, LLC	TRITON	86035771	08/12/2013	4676194	01/20/2015
SASE Company, LLC	TRIFECTA	86035774	08/12/2013	4650056	12/02/2014
SASE Company, LLC	CRYSTALINO IX TECHNOLOGY	86035777	08/12/2013	4720928	04/14/2015
SASE Company, LLC	D2	86036768	08/13/2013	4720933	04/14/2015
SASE Company, LLC	TRIFECTA CRYSTALINO IX TECHNOLOGY SYSTEM	86036788	08/13/2013	4720934	04/14/2015
SASE Company, LLC	XENITH	86036850	08/13/2013	4720935	04/14/2015
SASE Company, LLC	TRITON	86036862	08/13/2013	4735988	05/12/2015
SASE Company, LLC	SASE SIGNATURE FLOOR SYSTEM	86469428	12/02/2014	4864425	12/01/2015
SASE Company, LLC	TOTALDRY	86872017	01/11/2016	5071696	11/01/2016
SASE Company, LLC	D1	87486968	06/13/2017	5662300	01/22/2019
SASE Company, LLC	D2	87486974	06/13/2017	5671063	02/05/2019
SASE Company, LLC	PROTECTPLUS	87486983	06/13/2017	5662301	01/22/2019
SASE Company, LLC	PROTECTSELECT	87486988	06/13/2017	5662302	01/22/2019
SASE Company, LLC	SPR3	87486992	06/13/2017	5676009	01/22/2019
SASE Company, LLC	SPR3WB	87486998	06/13/2017	5676010	02/12/2019

SASE Company, LLC	STRIPE REMOVAL TECHNOLOGIES	77132858	07/01/2008	3456358	03/16/2011
Innovateh Products & Equipment Company	TERMINATOR	74705056	07/24/1995	2404957	11/21/2000
Innovateh Products & Equipment Company	INNOVATECH	74705057	07/24/1995	1991187	08/06/1996