

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694280

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900654587

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMTECH LLC		11/02/2021	Limited Liability Company: DELAWARE
NEW FUTURA SERVICES LLC		11/02/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Collateral Agent
Street Address:	300 South Tryon Street, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3495404	AVISTA
Registration Number:	3710900	AXIOM
Registration Number:	6441317	ENCORE BY AMTECH
Serial Number:	90062304	FUTURA SERVICES
Registration Number:	2810410	MAKE BETTER DECISIONS FASTER
Registration Number:	1975380	IMAGINERA
Registration Number:	4869087	SCRAP TRAKKER

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	014044-00171
NAME OF SUBMITTER:	Becky L. Troutman (KER)
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	12/13/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of **BARINGS FINANCE LLC**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of November 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in

Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantors, shall promptly execute all documents and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS


This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. 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. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

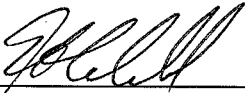
GRANTORS:

AMTECH LLC

By: 

Name: Cosmo DeNicola
Title: Chief Executive Officer

NEW FUTURA SERVICES LLC

By: 

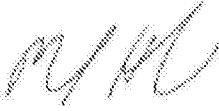
Name: Cosmo DeNicola
Title: Chief Executive Officer

Agreed to and acknowledged
as of the date first listed above:

COLLATERAL AGENT:

BARINGS FINANCE LLC

By: _____



Name: Mark Hindson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007507 FRAME: 0175

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Reg. or Ser. No. / Reg. Date	Status	Owner
AVISTA	USA	3495404 02-SEP-2008	Registered	Amtech LLC
AXIOM	USA	3710900 17-NOV-2009	Registered	Amtech LLC
ENCORE BY AMTECH	USA	6441317 03-AUG-2021	Registered	Amtech LLC
FUTURA SERVICES	USA	90062304	Pending (suspended)	New Futura Services LLC
MAKE BETTER DECISIONS FASTER	USA	2810410 03-FEB-2004	Registered	Amtech LLC
IMAGINERA	USA	1975380 21-MAY-1996	Registered	Amtech LLC
SCRAP TRAKKER	USA	4869087 15-DEC-2015	Registered	Amtech LLC