

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complete Holdings Group, Inc.		12/03/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76379058	ENABLECOMP	
Serial Number:	90834300	ENFORCER360	
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:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 2700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	17392.515234		
NAME OF SUBMITTER:	Maggie McGill		
SIGNATURE:	/Maggie McGill/		
DATE SIGNED:	12/03/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2021 (this “Agreement”), is made by Complete Holdings Group, Inc., a Tennessee corporation (the “Grantor”), with a place of business located at 4057 Rural Plains Circle, Suite 400, Franklin, TN 37064, in favor of Capital One, National Association, a national banking association with a place of business located at 299 Park Avenue, New York, NY 10171, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement, dated as of December 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This 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 of an executed signature page to this Agreement by facsimile transmission or Adobe "pdf" file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in shall be deemed to include electronic signatures or the keeping of records in electronic form, 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, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

COMPLETE HOLDINGS GROUP, INC.


By: B M
Name: Brent McCarty
Title: Chief Executive Officer, President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007517 FRAME: 0155

Accepted and Agreed:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Brian Dunn
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]