

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OFFICEMATE, LLC		12/03/2021	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street		
<b>Internal Address:</b>	42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6159478	NEWFIELD STUDIO	
<b>Registration Number:</b>	6316382	KLIPSHOP	
<b>Registration Number:</b>	5212587	2200 SERIES	
<b>Registration Number:</b>	5181368	KLIP & FILE	
<b>Registration Number:</b>	5181351	VERTICALMATE	
<b>Registration Number:</b>	3134877	OFFICEMATE	
<b>Registration Number:</b>	4959946	OIC OFFICEMATE INTERNATIONAL CORPORATION	
<b>Registration Number:</b>	4767809	OIC	
<b>Registration Number:</b>	4723858	GRANDE CENTRAL	
<b>Registration Number:</b>	3489176	OFFICEMATE OIC	
<b>Registration Number:</b>	3687808	ECO-PUNCH	
<b>Registration Number:</b>	3938735	ACHIEVA	
<b>Registration Number:</b>	4544081	VERSA PLUS	
<b>Registration Number:</b>	4587281	BLUEGLACIER	
<b>Registration Number:</b>	4863779	MAGNET PLUS	
<b>Registration Number:</b>	4822980	BREAKCENTRAL	
<b>Registration Number:</b>	4909594	OCTOORG	
<b>Registration Number:</b>	5069817	CARRY-ALL	
		<b>TRADEMARK</b>	

OP \$465.00 6159478

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 2155695619**Email:** timothy.pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (132810-14009)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	132810-14009
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	12/06/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 3, 2021 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

### Introductory Statement

WHEREAS, pursuant to the Senior Secured Term Loan Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among VTI ACQUISITION, INC., a Delaware corporation (the “Initial Borrower” and “Holdings”), VICTOR TECHNOLOGY, LLC, an Illinois limited liability company (the “Successor Borrower” and together with the Initial Borrower, collectively, the “Borrower”), OFFICEMATE, LLC, an Illinois limited liability company (“Initial Guarantor”; and together with the Initial Borrower, the Successor Borrower and any other Person that becomes a party hereto as provided herein, the “Grantors”), the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 (as defined in the Guaranty and Security Agreement) of such Grantor, hereby mortgages, pledges, collaterally

assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those U.S. Trademark registrations and U.S. Trademark applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. 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.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF

NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

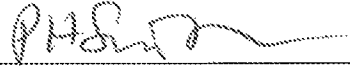
Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

*[signatures begin on next page]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

OFFICEMATE, LLC, as Grantor

By



Name: Peter H. Smith, Jr.

Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007520 FRAME: 0052**

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	LOAN PARTY
NEWFIELD STUDIO	88518595	17-JUL-2019	6,159,478	22-SEP-2020	OFFICEMATE, LLC
KLIPSHOP	88518600	17-JUL-2019	6,316,382	06-APR-2021	OFFICEMATE, LLC
2200 SERIES	87164259	8-SEP-2016	5,212,587	30-MAY-2017	OFFICEMATE, LLC
KLIP & FILE	87163091	7-SEP-2016	5,181,368	11-APR-2017	OFFICEMATE, LLC
VERTICALMATE	87162911	7-SEP-2016	5,181,351	11-APR-2017	OFFICEMATE, LLC
OFFICEMATE	78367949	13-FEB-2004	3,134,877	19-AUG-2008	OFFICEMATE, LLC
OIC OFFICEMATE INTERNATIONAL CORPORATION	86766768	24-SEP-2015	4,959,946	1-JAN-2002	OFFICEMATE, LLC
OIC	86424163	15-OCT-2014	4,767,809	7-JUL-2015	OFFICEMATE, LLC
GRANDE CENTRAL	86424198	15-OCT-2014	4,723,858	21-APR-2015	OFFICEMATE, LLC
OFFICEMATE OIC(RE:NEW STYLE)	76667176	10-OCT-2006	3,489,176	19-AUG-2008	OFFICEMATE, LLC
ECO-PUNCH	77658948	29-JAN-2009	3,687,808	22-SEP-2009	OFFICEMATE, LLC
ACHIEVA	77874233	17-NOV-2009	3,938,735	29-MAR-2011	OFFICEMATE, LLC
VERSAPLUS	4544081	3-JUN-2014	4,544,081	24-JUL-2014	OFFICEMATE, LLC
BLUE GLACIER	86013747	18-JUL-2013	4,587,281	19-AUG-2014	OFFICEMATE, LLC
MAGNETPLUS	86189985	11-FEB-2014	4,863,779	1-DEC-2015	OFFICEMATE, LLC
BREAKCENTRAL	86189998	11-FEB-2014	4,822,980	19-SEP-2015	OFFICEMATE, LLC
OCTOORG	86385017	4-SEP-2014	4,909,594	1-MAR-2016	OFFICEMATE, LLC

CARRY-ALL	86723450	13-AUG-2015	5,069,817	25-OCT-2016	OFFICEMATE, LLC
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