

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASYS LLC		12/09/2021	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87687701	BASYS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/09/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 9th day of December, 2021, by BASYS LLC, a Maryland limited liability company (“**Grantor**”), in favor of BMO HARRIS BANK N.A., in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the Borrowers, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 9, 2021 among Grantee, Grantor and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), the Grantor has granted to Grantee, for its benefit and the benefit of Secured Parties, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement), the Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

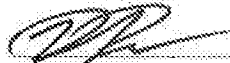
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BASYS LLC, a Maryland limited liability company

By: 
Name: David Poss
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007524 FRAME: 0188

Agreed and Accepted
As of the Date First Written Above:

BMO HARRIS BANK N.A.,
as Agent

A handwritten signature in black ink, appearing to read "Tyler Bergsten". The signature is written in a cursive style with a large initial "T" and "B".

By:
Name: Tyler Bergsten
Title: Assistant Vice President

Schedule A

U.S. Trademark Registrations

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BASYS LLC	United States	BASYS	87687701	5668335	November 16, 2017	February 5, 2019