

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMEGA PROCESSING SOLUTIONS, LLC		01/14/2022	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4543292	OMEGA	
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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street NE Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	01/14/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 14, 2022 (this “**Agreement**”), is entered into by and between **OMEGA PROCESSING SOLUTIONS, LLC**, a Kentucky limited liability company (“**Grantor**”), and **GOLDMAN SACHS BANK USA**, as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of February 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Celero Commerce LLC, a Delaware limited liability company, as a Company, Celero Intermediate Holdings LLC, a Delaware limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals thereof; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

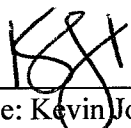
3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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

**OMEGA PROCESSING SOLUTIONS,
LLC, as Grantor**

By: 
Name: Kevin Jones
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: _____
Name: Greg Watts
Title: Authorized Signatory

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**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
OMEGA	4543292	June 3, 2014