

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTI Data Networks LLC		03/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4663761	OTI	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0210		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/22/2022		
Total Attachments: 6			
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 21, 2022, made by OCEAN TOMO, LLC, an Illinois limited liability company, OTI DATA NETWORKS LLC, a Delaware limited liability company, and VERIS CONSULTING, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of July 1, 2019, by and among J.S. HELD HOLDINGS LLC (the "Parent Borrower"), the Lenders and the Agent (as amended by Amendment No. 1, dated as of February 27, 2020, Amendment No. 2, dated as of February 2, 2021, Amendment No. 3, dated as of July 14, 2021, and Amendment No 4., dated as of March 21, 2022, and as further amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Parent Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower and certain other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of July 1, 2019, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantors have become parties to the Credit Agreement pursuant to subsection 6.9(b) thereof, and the Grantors have become parties to the Guarantee and Collateral Agreement pursuant to Section 9.15 thereof;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks (but excluding Excluded Assets); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.
2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business) and to all Trademarks owned by such Grantor,

including without limitation those Trademarks set forth on Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, such Trademarks as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations of such Grantor; provided, however, that no security interest is granted in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

* * *

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IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OCEAN TOMO, LLC

By: Scott Katcher
Name: Scott Katcher
Title: Secretary

VERIS CONSULTING, LLC

By: Scott Katcher
Name: Scott Katcher
Title: Secretary


OTI DATA NETWORKS LLC

By: Scott Katcher

Name: Scott Katcher

Title: Secretary

GOLUB CAPITAL MARKETS LLC, as
Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]