

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veson Nautical LLC		04/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral 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: 9			
Property Type	Number	Word Mark	
Registration Number:	3187178	VESON NAUTICAL	
Registration Number:	4821641	VESLINK	
Registration Number:	5683461	VESON NAUTICAL	
Registration Number:	5854269		
Registration Number:	5540217	VESLINK IMOS PLATFORM	
Registration Number:	6292623	VESON NAUTICAL	
Registration Number:	6264913	VESON UNIVERSITY	
Registration Number:	6439045	VESON	
Serial Number:	97001085	OCEANBOLT	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		

OP \$240.00 3187178

ATTORNEY DOCKET NUMBER:	1651422
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	04/19/2022
Total Attachments: 5 source=EXECUTED - Project Nike - Trademark Security Agreement#page2.tif source=EXECUTED - Project Nike - Trademark Security Agreement#page3.tif source=EXECUTED - Project Nike - Trademark Security Agreement#page4.tif source=EXECUTED - Project Nike - Trademark Security Agreement#page5.tif source=EXECUTED - Project Nike - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2022, by VESON NAUTICAL LLC (the “**Grantor**”), in favor of GOLUB CAPITAL LLC, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor (the “**Trademark Collateral**”):

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto; and

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

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor all documents, instruments, make all filings, and take all other actions reasonably requested by the Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

VESON NAUTICAL LLC,
a Delaware limited liability company


By: _____
Name: Tim Strudwick
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL LLC as Collateral Agent

By:  _____


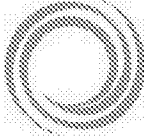
Name: Robert G. Fuchscherer

Title: Senior Managing Director

**Schedule I
to Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	Veson Nautical LLC	VESON NAUTICAL	12/19/2006	3,187,178
2.	Veson Nautical LLC	VESLINK	9/29/2015	4,821,641
3.	Veson Nautical LLC	VESON NAUTICAL & Design 	2/26/2019	5,683,461
4.	Veson Nautical LLC	Design Mark 	6/25/2019	5,854,269
5.	Veson Nautical LLC	VESLINK IMOS PLATFORM	8/14/2018	5,540,217
6.	Veson Nautical LLC	VESON NAUTICAL	3/16/2021	6,292,623
7.	Veson Nautical LLC	VESON UNIVERSITY	2/9/2021	6,264,913
8.	Veson Nautical LLC	VESON	8/3/2021	6,439,045

2. Trademark Applications

	Owner Name	Trademark	Status	Application Date	Application Number
1.	Veson Nautical LLC	OCEANBOLT	Pending	8/30/2021	97/001,085