# CH \$40.00 971277

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM727255

Stylesheet Version v1.2

**SUBMISSION TYPE:** 

NEW ASSIGNMENT
SECURITY INTEREST

#### **CONVEYING PARTY DATA**

**NATURE OF CONVEYANCE:** 

Name	Formerly	Execution Date	Entity Type
WALKER TRACKER, LLC		05/11/2022	Limited Liability Company: OREGON

## **RECEIVING PARTY DATA**

Name:	CRESCENT AGENCY SERVICES LLC
Street Address:	100 FEDERAL STREET
Internal Address:	31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	97127791	WALKER TRACKER

## **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELE, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	22283.053
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/11/2022

## **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of May, 2022, by WALKER TRACKER, LLC, a Oregon limited liability company ("Grantor"), in favor of CRESCENT AGENCY SERVICES LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), under the Credit Agreement (defined below) (herein, "Grantee"):

#### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of November 15, 2019 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of November 15, 2019, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

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

# WALKER TRACKER, LLC

	Jagan MatJotopo By	
	Name: J. Ryan MacIntyre Its: Secretary	
Agreed and Accepted As of the Date First Written Above		
CRESCENT AGENCY SERVICES as Agent	LLC,	
By: Crescent Capital Group LP, its Ma	anaging Member	
By		

[Signature Page to Trademark Security Agreement]

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

# WALKER TRACKER, LLC

By	
Its	

Agreed and Accepted As of the Date First Written Above

## CRESCENT AGENCY SERVICES LLC,

as Agent

By: Crescent Capital Group LP, its Managing Member

Name: Jake Garmey

Title: Managing Director

By:

Name: Jay Livermore Title: Vice President

[Signature Page to Trademark Security Agreement]

# **SCHEDULE 1**

# TRADEMARK APPLICATIONS

<u>Trademark Application</u> <u>U.S. Application No.</u> <u>Date Applied</u>

Description

**RECORDED: 05/11/2022** 

WALKER TRACKER 97127791 11/16/2021