OP \$65.00 86694457

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM734287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aabaco Small Business, LLC		06/10/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Serial Number:	86694457	AABACO		
Serial Number:	86694464	AABACO SMALL BUSINESS		

CORRESPONDENCE DATA

Fax Number:

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: 12155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01815
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	06/13/2022

Total Attachments: 8

source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page1.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page2.tif

source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page3.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page4.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page5.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page6.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page7.tif source=(128970159)_(1)_A&R - Amend 8 - Trademark Security Agreement (PNC-Infinite) - Executed#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is made as of this 10th day of June 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, "**Grantors**" and each individually "**Grantor**"), and PNC BANK, NATIONAL ASSOCIATION ("**PNC**"), in its capacity as agent for the below-defined Lenders (PNC, in such capacity, together with its successors and assigns in such capacity, "**Agent**").

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}} :$

WHEREAS, pursuant to that Amended and Restated Revolving Credit and Security Agreement, dated October 3, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Infinite Computer Solutions, Inc., a corporation organized under the laws of the State of Delaware ("Infinite"), Infinite Convergence Solutions, Inc., a corporation organized under the laws of the State of Delaware ("Convergence"), Vetfed Carenet LLC, a limited liability company organized under the laws of the State of Delaware ("Vetfed Carenet"), Zyter, Inc., a corporation organized under the laws of the State of Delaware ("Zyter"), Casenet, LLC, a limited liability company organized under the laws of the State of Delaware ("Casenet"), Infinite Talent, Inc., a corporation organized under the laws of the State of Delaware ("Talent"), Aabaco Small Business, LLC, a limited liability company organized under the laws of the State of Delaware ("Aabaco" and together with Infinite, Convergence, Vetfed Carenet, Zyter, Casenet and Talent, collectively, the "Borrowers" and each a "Borrower"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
- (a) all of such Grantor's trademarks, trademark registrations, and trademark applications referred to on <u>Schedule I</u> attached hereto all renewals, extensions and continuations of any of the foregoing (collectively, "**Trademarks**"), and licenses to which such Grantor is a party for any of the foregoing (each such license, a "**License**"), and all goodwill associated therewith;

- (b) the right to use any of the foregoing;
- (c) all substitutes, extensions or renewals of and improvements on the foregoing; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein
- 5. <u>REGISTRATION/FILING</u>. The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the "**USPTO**").
- AUTHORIZATION TO SUPPLEMENT. If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a "New Agreement") listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 7 below, after the occurrence and during the continuance of an Event of Default, to execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.

-2-

- POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor a New Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.
- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
- 9. <u>General Terms and Conditions</u>. This Agreement is a Loan Document. Section 12.3 [Jury Waiver], Section 16.1 [Governing Law], Section 16.5 [Indemnity] and Section 16.9 [Expenses] of the Credit Agreement are hereby incorporated herein, mutatis mutandi.

[Remainder of page intentionally left blank; signature page follows.]

Each of the parties has signed this Agreement as of the day and year first above written.

AABACO SMALL BUSINESS, LLC

By:

Name: LAKSHMI BABU

Title: MANAGER

ACCEPTED AND ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Ву:

Name: James P. Sierakowski Title: Semor Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I to Trademark Security Agreement

Owner	County	Trademark	Status	App. Number	Reg. Number
Aabaco Small Business, LLC	Canada	AABACO	Registered	1,763,374	TMA1025582
Aabaco Small Business, LLC	Canada	LUMINATE	Registered	1,554,512	1,554,512
Aabaco Small Business, LLC	China	LUMINATE	Registered	10277133	10277133
Aabaco Small Business, LLC	China	LUMINATE	Registered	10277132	10277132
Aabaco Small Business, LLC	Colombia	LUMINATE	Registered	11168831	455302
Aabaco Small Business, LLC	Colombia	LUMINATE	Registered	11168833	477641
Aabaco Small Business, LLC	Colombia	LUMINATE	Registered	11168834	477615
Aabaco Small Business, LLC	Costa Rica	LUMINATE	Registered	2011-10635	220395
Aabaco Small Business, LLC	European Union	ALUMINUM	Registered	010467827	010467827
Aabaco Small	European Union	LUMINATE	Registered	010359867	010359867

H >	E P	E >	E	E À	E A	₽≻	H >	H >	H >	E À	H
Aabaco Small Business, LLC	Business, LLC										
Small s, LLC	Small s, LLC	Small	Small ss, LLC	s, LLC							
(1 '	(1)	(1 -	(1)	(1 .	(1 .	(1 '			()	(1)	()
South	South	South	South	Norway	Mexico	Mexico	Mexico	Indonesia	India	India	
South Africa	South Africa	South Africa	South Africa	'ay	со	со	СО	nesia			
ล	а	a	a								
LU											
LUMINATE											
TE											
Registered											
red											
2011	2011	2011	2011	2011	1223052	1223050	1223049	D002	2242140	2242138	
2011/27301	2011/27300	2011/27299	2011/27298	2011/12052	052	050	049	D002011050048	140	138	
)	9	8	2				50048			
2(2(2(2(20	1;	12	12	II	2(2(
2011/27301	2011/27300	2011/27299	2011/27298	265874	1338201	1275820	1276201) 	2053002	2059651	
301	300	299	298					IDM000425613	(5		
								3			

RECORDED: 06/13/2022

| Aabaco Small
Business, LLC |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Vietnam | United States | United States | Turkey | Taiwan R.O.C. | Switzerland |
| LUMINATE | AABACO SMALL
BUSINESS | AABACO | LUMINATE | LUMINATE | LUMINATE |
| Registered | Allowed | Allowed | Registered | Registered | Registered |
| 4-2011-22748 | 86/694,464 | 86/694,457 | 2011/90623 | 100054619 | 62068/2011 |
| 4-0209161-000 | | | 2011 90623 | 1546330 | 626687 |