

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEGENT, INC.		06/30/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WINTRUST BANK, N.A.		
Street Address:	231 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4915793	FOR THE WORKING MEN AND WOMEN OF ORGANIZ	
Registration Number:	4915794	FOR THE WORKING MEN AND WOMEN OF ORGANIZ	
Registration Number:	4963065	MEGENT FINANCIAL	
Registration Number:	4963066	MEGENT FINANCIAL	
Registration Number:	4963070		
Registration Number:	4963071		
Registration Number:	5693379	BUILT FOR YOU	
Registration Number:	5699067	BUILT FOR YOU	
Registration Number:	6492430	EMEGENT	
Serial Number:	97055820	FOR THE WORKING MEN AND WOMEN OF ORGANIZ	
Serial Number:	97069100	FOR THE WORKING MEN AND WOMEN OF ORGANIZ	
Serial Number:	97343089	WE MAKE SUGGESTIONS, YOU MAKE DECISIONS	
Serial Number:	97343091	WE MAKE SUGGESTIONS, YOU MAKE DECISIONS	
Serial Number:	97343093	WE ADVISE, YOU DECIDE	
Serial Number:	97343098	WE ADVISE, YOU DECIDE	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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>			

CH \$390.00 4915793

Phone: 312-460-5000
Email: slott@seyfarth.com
Correspondent Name: Stephen D. Lott
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 069744-000061

NAME OF SUBMITTER: Stephen D. Lott

SIGNATURE: /Stephen D. Lott/

DATE SIGNED: 06/30/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 30, 2022 (the "Trademark Agreement") is executed by MEGENT, INC., an Illinois corporation (the "Assignor"), to and for the benefit of WINTRUST BANK, N.A. (the "Bank") from time to time party to the Amended and Restated Loan and Security Agreement described below.

RECITALS:

A. Pursuant to a Loan and Security Agreement, dated June 30, 2022, Assignor, each other Person signatory thereto as a Guarantor (the Guarantors, Assignor and the Borrower, each, a "Loan Party" and, collectively, the "Loan Parties"), the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") the Bank has agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Borrower (collectively, the "Loan Facilities"). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Agreement.

B. Under the terms of the Agreement, the Assignor has granted to the Bank, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Bank entering into the Agreement and making the Loan Facilities available, the Bank requires that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Bank hereby agree as follows:

1. Confirmation of Grant of Security. Assignor hereby confirms the pledge and grant to the Bank a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the "Trademark Collateral"):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Bank.

3. Loan Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Agreement. The provisions of the Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Bank and its successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been paid. Thereupon, this Trademark Agreement shall automatically terminate and the Bank shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Agreement and applied toward the satisfaction of the Obligations hereunder, and the Bank shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the a in Bank, at the Assignor's expense. Assignor acknowledges that

this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Bank, and it shall not be necessary for the Administrative Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

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

ASSIGNOR:

MEGENT, INC.


By: 

Name: Eric Burton

Title: President

AGREED TO AND ACCEPTED:

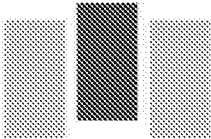
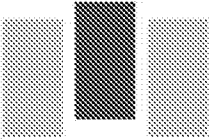
WINTRUST BANK, N.A.

By: 
Michael R. Paszczak
Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
FOR THE WORKING MEN AND WOMEN OF ORGANIZED LABOR	March 8, 2016	4915793
FOR THE WORKING MEN AND WOMEN OF ORGANIZED LABOR	March 8, 2016	4915794
MEGENT FINANCIAL	May 24, 2016	4963065
MEGENT FINANCIAL	May 24, 2016	4963066
	May 24, 2016	4963070
	May 24, 2016	4963071
BUILT FOR YOU	March 5, 2019	5693379
BUILT FOR YOU	March 12, 2019	5699067
EMEGENT	September 21, 2021	6492430

U.S. Trademark Applications

Pending Marks	Filing Date	Application No.
FOR THE WORKING MEN AND WOMEN OF ORGANIZED LABOR	October 1, 2021	97055820

FOR THE WORKING MEN AND WOMEN OF ORGANIZED LABOR	October 11, 2021	97069100
WE MAKE SUGGESTIONS, YOU MAKE DECISIONS	April 1, 2021	97343089
WE MAKE SUGGESTIONS, YOU MAKE DECISIONS	April 1, 2021	97343091
WE ADVISE, YOU DECIDE	April 1, 2021	97343093
WE ADVISE, YOU DECIDE	April 1, 2021	97343098