

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beta Plus Technologies, Inc		07/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	2001 Ross Ave, 29th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6145854	MAXIT	
<b>Registration Number:</b>	4105141	MAXIT	
<b>Registration Number:</b>	5819552	MAXIT E2E	
<b>Serial Number:</b>	88721569	S SCIVANTAGE	
<b>Serial Number:</b>	86074417	SCIVANTAGE	
<b>Serial Number:</b>	85300068	SCIVANTAGE	
<b>Serial Number:</b>	77558374	PORTFOLIO DIRECTOR	
<b>Serial Number:</b>	86148427	SCIVANTAGE DATA EXCHANGE	
<b>Serial Number:</b>	86148372	SCIVANTAGE INVESTOR	
<b>Serial Number:</b>	86148307	SCIVANTAGE PROFESSIONAL	
<b>Serial Number:</b>	86135030	TRANSCENDING TECHNOLOGY	
<b>Serial Number:</b>	88229758	E2E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		

CH \$315.00 6145854

**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 096438-10650

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 07/01/2022

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 1, 2022, is among the Persons listed on the signature pages hereof (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, together with any successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Beta Plus Technologies, Inc., a Delaware corporation (the “Borrower”), Buckhorn Intermediate, Inc., a Delaware corporation (“Holdings”), have entered into the Credit Agreement, dated as of July 1, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement, dated as of July 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Obligations, hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations, including, without limitation, those set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the "Patents");

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

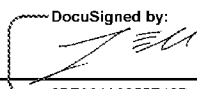
F. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), in the event of any conflict or inconsistency between the provisions of any intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BETA PLUS TECHNOLOGIES, INC.

By:  \_\_\_\_\_  
Name: Fred Ebrahemi  
Title: Vice President

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Name: Thomas Manning  
Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 007768 FRAME: 0534**

**Schedule A**

Patents

None.



## Schedule B

### Trademarks

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Loan Party
MAXIT	USA	88721335	12/10/2019	6145854	9/8/2020	BETA PLUS TECHNOLOGIES, INC.
MAXIT	USA	85356882	6/27/2011	4105141	2/28/2012	BETA PLUS TECHNOLOGIES, INC.
MAXIT E2E	USA	88229679	12/14/2018	5819552	7/30/2019	BETA PLUS TECHNOLOGIES, INC.
Scivantage® (logo mark)	USA	6,095,337	10/12/2019	88721569	7/7/2020	BETA PLUS TECHNOLOGIES, INC.
Scivantage® (character)	USA	4,498,220	9/25/2013	86074417	3/18/2014	BETA PLUS TECHNOLOGIES, INC.
Scivantage® (character)	USA	4,498,774	4/20/2011	85300068	3/18/2014	BETA PLUS TECHNOLOGIES, INC.
Portfolio Director®	USA	3,789,185	8/28/2008	77558374	5/18/2010	BETA PLUS TECHNOLOGIES, INC.
Scivantage Data Exchange®	USA	4,669,774	12/19/2013	86148427	1/13/2015	BETA PLUS TECHNOLOGIES, INC.
Scivantage Investor®	USA	4,674,104	12/19/2013	86148372	1/20/2015	BETA PLUS TECHNOLOGIES, INC.
Scivantage Professional®	USA	4,669,953	12/19/2013	86148307	1/13/2015	BETA PLUS TECHNOLOGIES, INC.
Transcending Technology®	USA	4,669,902	12/4/2013	86135030	1/13/2015	BETA PLUS TECHNOLOGIES, INC.
e2e (Logo Mark)	USA	5,819,561	12/14/2018	88229758	7/30/2019	BETA PLUS TECHNOLOGIES, INC.

**Schedule C**

Copyrights

TITLE	REGISTRATION NO.	LOAN PARTY
MAXIT SOURCE CODE VERSION 16.4	TXu002002133	BETA PLUS TECHNOLOGIES, INC.