

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747705

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900704328

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANCE FAMILY OF COMPANIES, LLC		07/12/2021	Limited Liability Company: TEXAS
MERLN, LLC		07/12/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CIBC Bank USA, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88955054	A
Registration Number:	6211707	
Registration Number:	6217246	KNOWLEDGE BEYOND
Registration Number:	6211706	MERLN
Serial Number:	90264375	S
Serial Number:	90264368	STRATUS S
Serial Number:	90264364	STRATUS
Serial Number:	90264370	STRATUS LEADING THE WAY FORWARD S
Serial Number:	88817893	STRATUS NEURO

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Email: ahesla@duanemorris.com

Correspondent Name: Tracy Schovain

Address Line 1: 190 SOUTH LASALLE STREET, SUITE 3700

Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: E7407-00336

NAME OF SUBMITTER: Tracy Schovain

SIGNATURE: /s/Tracy Schovain

DATE SIGNED: 08/11/2022

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 12, 2021, is made by ALLIANCE FAMILY OF COMPANIES, LLC, a Texas limited liability company ("Alliance"), and MERLN, LLC, a Texas limited liability company ("Merln"; Merln and Alliance, individually and collectively, the "Grantor"), in favor of CIBC BANK USA, an Illinois state banking corporation ("CIBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the benefit of itself and for the benefit of the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

The Lenders have severally agreed to extend credit to Alliance and AFC Buyer, Inc. ("AFC") pursuant to the Amended and Restated Credit Agreement dated as of the date hereof by and among Alliance, AFC, the Administrative Agent, Alliance Parent, Inc., the other Loan Parties party thereto and the Lenders (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The Grantor has, pursuant to an Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof executed by, among others, the Grantor in favor of the Administrative Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), granted the Administrative Agent a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Collateral Agreement) including, among other things, all of the Grantor's Trademarks;

Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
 - (a) all of its Trademark applications (other than those constituting Excluded Collateral), Trademarks and all related Trademark Licenses providing for the grant by the

Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

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

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

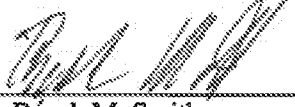
2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark applications, Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This 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 Illinois.
6. Amendment and Restatement. On the date hereof, that certain Trademark Security Agreement dated as of September 4, 2020 by the Grantors in favor of the Administrative Agent (as amended through the date hereof, the "Original Agreement") shall be modified, amended and restated by this Agreement. All obligations of Grantors pursuant to the Original Agreement shall survive the amendment and restatement of the Original Agreement pursuant to this Agreement.

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[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALLIANCE FAMILY OF COMPANIES, LLC

By: 
Name: Brook M. Smith
Its: Vice President

MERLN, LLC

By: 
Name: Brook M. Smith
Its: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT]

ACCEPTED AND AGREED

As of the date first above written:

CIBC BANK USA, as Administrative Agent

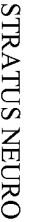







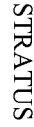
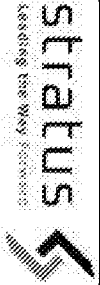
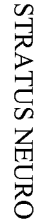
By: 

Name: Hugh Wilder

Its: Managing Director

Trademarks:

Station (Trademark)	Source (Jurisdiction)	Owner	Application Number	Application Date	Registration Number	Registration Date	Assignment Information	Status
STRATUS NEURO	Australia	Alliance Family of Companies, LLC	2115307	8/27/20	2115307	11/23/20	N/A	Registered Renewal Due on 8/27/30
 MERLN	Canada	MERLN, LLC	1942031	1/22/19			N/A	Pending
MERLN	Canada	MERLN, LLC	1942029	1/22/19			N/A	Pending
TERCES	Canada	Alliance Family of Companies, Inc.	1787799	6/20/16			N/A	Abandoned
STRATUS NEURO	Egypt	Alliance Family of Companies, LLC	420091	9/1/20			N/A	Pending
 MERLN	European Union	MERLN, LLC	18014480	1/25/19	18014480	6/7/19	N/A	Registered Renewal Due on 1/25/29
MERLN	European Union	MERLN, LLC	18014475	1/25/19	18014475	6/7/19	N/A	Registered Renewal Due on 1/25/29
STRATUS NEURO	European Union	Alliance Family of Companies, LLC	018297215	8/27/20	018297215	1/9/21	N/A	Registered Renewal Due on 8/27/30
STRATUS NEURO	Israel	Alliance Family of Companies, LLC	331008	8/30/20			N/A	Pending
STRATUS NEURO	Saudi Arabia	Alliance Family of Companies, LLC	266023	1/5/21	1442015348	4/5/21	N/A	Registered Renewal Due on 9/19/30
STRATUS NEURO	Turkey	Alliance Family of Companies, LLC	2020/99556	8/28/20	2020/99556	4/6/21	N/A	Registered Renewal Due on 8/28/30

	United Arab Emirates	Alliance Family of Companies, LLC	334684	8/30/20	334684	12/20/20	N/A	Registered - Renewal Due on 8/30/30
	United Kingdom	Alliance Family of Companies, Inc.	3178159	8/3/16	UK00003178159	11/4/16	N/A	Registered - Renewal Due on 8/3/26
	United States	Alliance Family of Companies, LLC	88/955,054	6/9/20				Allowed, but instructed not to file Statement of Use so mark will go abandoned shortly
	United States	MERLN, LLC	88/143,426	10/4/18	6,211,707	12/1/20	N/A	Registered - Affidavit of Use Due - 12/1/26
	United States	MERLN, LLC	88/143,432	10/4/18	6,217,246	12/8/20	N/A	Registered - Affidavit of Use Due - 12/8/26
	United States	MERLN, LLC	88/143,374	10/4/18	6,211,706	12/1/20	N/A	Registered - Affidavit of Use Due - 12/1/26
	United States	Alliance Family of Companies, LLC	90/264,375	10/19/20			N/A	Pending
	United States	Alliance Family of Companies, LLC	90/264,368	10/19/20			N/A	Pending
	United States	Alliance Family of Companies, LLC	90/264,364	10/19/20			N/A	Pending
	United States	Alliance Family of Companies, LLC	90/264,370	10/19/20			N/A	Pending
	United States	Alliance Family of Companies, LLC	88/817,893	3/2/20			N/A	Pending - Statement of Use or 2nd Extension

								Request 8/25/21	Due
TERCES	United States	Alliance Family of Companies, Inc.	87/067,632	6/10/16			N/A	Abandoned	

TRADEMARK

REEL: 007779 FRAME: 0639

RECORDED: 07/01/2022