

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCHER SYSTEMS, LLC		08/11/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as the Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6089561	ARCHER	
Registration Number:	6089560		
Registration Number:	6089559	ARCHER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1762022 TM		
NAME OF SUBMITTER:	Sophia Byer		
SIGNATURE:	/Sophia Byer/		
DATE SIGNED:	08/12/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2022 (this “Agreement”), by and between ARCHER SYSTEMS, LLC, a Texas limited liability company (the “Grantor”) and ALTER DOMUS (US) LLC, as the Collateral Agent (in such capacity and together with permitted successors in such capacity, the “Collateral Agent”), on behalf of itself and the other Secured Parties.

Reference is made to (a) the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among CF Arch LLC, a Delaware limited liability company, as Initial Holdings, the Grantor, as the Borrower, the Lenders and Issuing Banks from time to time party thereto and Alter Domus (US) LLC, as the Administrative Agent and Collateral Agent and (b) the Collateral Agreement referenced therein.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its U.S. Trademarks, including those set forth on Schedule A attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed

counterpart of this Agreement. The words “execution,” “signed,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

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

ARCHER SYSTEMS, LLC,
a Texas limited liability company,
as a Grantor

By: 
Name: Robert Avery
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ALTER DOMUS (US) LLC,
as the Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel



[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE A

U.S. TRADEMARKS

TRADEMARK REGISTRATIONS

OWNER	TRADEMARK	REG. NO.	REG. DATE
Archer Systems, LLC		6089561	June 30, 2020
Archer Systems, LLC		6089560	June 30, 2020
Archer Systems, LLC	ARCHER	6089559	June 30, 2020

[Signature Page to Trademark Security Agreement]

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RECORDED: 08/12/2022

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