

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University MRO, LLC		09/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1720934	UNIVERSITY SERVICES	
Registration Number:	3250166	US OP CI ON US	
Serial Number:	97293833	US	
Serial Number:	97269464	US UNIVERSITY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0689		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	09/09/2022		
Total Attachments: 5			

OP \$115.00 1720934

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source=Active_129177072_6_DISA (Audax) - Senior Trademark Security Agreement - Antares (LW) - Sept-9-2022#page2.tif

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 9, 2022 (this “**Trademark Security Agreement**”), is made by the signatories hereto (each, a “**Grantor**”, and together, the “**Grantors**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain 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 DGS Intermediate Holdings, Inc., a Delaware corporation, DGS Merger Sub, Inc., a Delaware corporation, which on the Closing Date shall be merged with and into, DISA Holdings Corp., a Delaware corporation (the “**Company**”), with the Company surviving such Closing Date Merger as the Borrower), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, each Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among each Grantor, the other Loan Parties party thereto and Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the (i) termination of the Guarantee and Collateral Agreement or the release of the Collateral described herein, in each case, in accordance with Section 8.17 of the Guarantee and Collateral Agreement, or (ii) the release of a Grantor from its obligations under the Guarantee and Collateral Agreement in accordance with the terms of Section 8.17 thereof or of the Credit Agreement, the Agent shall, at the expense of the applicable Grantors, execute, acknowledge, and deliver to such Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement, with respect to such released Collateral or Grantor, as the case may be.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark

Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The words "executed," "signature," and words of like import in this Trademark Security 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.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

DISA GLOBAL SOLUTIONS, INC.


DocuSigned by:
Mark Mayo
By: _____
Name: Mark Mayo
Title: Chief Financial Officer

UNIVERSITY MRO, LLC

DocuSigned by:
Mark Mayo
By: _____
Name: Mark Mayo
Title: Chief Financial Officer

AGREED AND ACCEPTED
as of the date first written above:

ANTARES CAPITAL LP,
as Agent


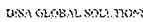




By: 

Name: Bradley Kimme

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Application Number / Application Date</u>	<u>Registration Number / Registration Date</u>
DISA Global Solutions, Inc.	 DISA GLOBAL SOLUTIONS	88324622 / March 4, 2019	5924723 / December 3, 2019
DISA Global Solutions, Inc.		87499264 / June 21, 2017	5865091 / September 24, 2019
DISA Global Solutions, Inc.	CENTRAL DRUG SYSTEM	76221244 / March 8, 2001	2672985 / January 7, 2003
DISA Global Solutions, Inc.	 DISA GLOBAL SOLUTIONS	85754980 / October 16, 2012	4357434 / June 25, 2013
DISA Global Solutions, Inc.	 DISA GLOBAL SOLUTIONS	85754986 / October 16, 2012	4357435 / June 25, 2013
DISA Global Solutions, Inc.	DISAWorks DISAWORKS Cross References: DISA WORKS	78700760 / August 25, 2005	3173597 / November 21, 2006
DISA Global Solutions, Inc.	DISA	78253541 / May 23, 2003	2866735 / July 27, 2004
University MRO, LLC	UNIVERSITY SERVICES	74188606 / July 5, 1991	1720934 / September 29, 1992
University MRO, LLC	 US	76646542 / September 12, 2005	3250166 / June 12, 2007
University MRO, LLC		97293833 / March 3, 2022	-
University MRO, LLC		97269464 / February 16, 2022	-