

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Merchandising Systems LLC		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Collateral Agent		
Street Address:	303 W Madison St, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2263721	SENSIT	
Registration Number:	3236298	ENERGYSENSIT	
Registration Number:	3550948	THE KEEPER	
Registration Number:	3565491	KEEPER CARE SYSTEM	
Registration Number:	3735169	SLIM GEM	
Registration Number:	4283990	EPOCH	
Registration Number:	4606230	KRIBKEEPER	
Registration Number:	5138674	MICROVEND	
Registration Number:	5302672	SMARTBITS	
Registration Number:	5133783	AMS	
Registration Number:	5493248	EPIC	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		

CH \$290.00 2263721

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	339494-159
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/01/2022
Total Attachments: 6 source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page1.tif source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page2.tif source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page3.tif source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page4.tif source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page5.tif source=[executed] maranon seaga trademark security agreement final 2022 (first amendment)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2022, is made by Automated Merchandising Systems LLC, an Delaware limited liability company (“Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Seaga Parent Holdings, Inc., a Delaware corporation (“Holdco”), Seaga Intermediate Holdings, Inc., a Delaware corporation, as the Borrower (the “Borrower”), the Lenders from time to time party thereto and Maranon, as Administrative Agent and Collateral Agent, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

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

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”), but excluding, in any event, any Excluded Property (as defined in the Credit Agreement):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions 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, proceeds and liabilities 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Termination. Upon the occurrence of the discharge of Secured Obligations or the release of the Grantor from its obligations under the Guaranty and Security Agreement pursuant to Section 8.2 of the Guaranty and Security Agreement, (a) the security interest granted herein shall automatically and immediately terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person, and (b) the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Counterparts. This Trademark Security 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. Electronic signatures may be used in lieu of signatures affixed by hand, and such electronic signatures shall have the same validity and effect 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 applicable state laws based on the Uniform Electronic Transactions Act. In furtherance of the foregoing, the electronic signature of a party to this Agreement or an e-mail confirmation to the

Administrative Agent in form and substance reasonably acceptable to the Administrative Agent, in each case approving the execution of this Agreement or any amendment, waiver, consent or other modification to the Credit Agreement or any other Loan Document, shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and any such amendment, waiver, consent or modification, and any such electronically signed or confirmed amendment, waiver, consent or other modification (including this Agreement) shall be deemed to be “written” or “in writing,” and to have been “signed” or “duly executed” for all purposes of the Credit Agreement and the other Loan Documents; provided, that delivery of an e-mail confirmation as set forth above shall be supplemented by the delivery to Administrative Agent of an original signed counterpart, facsimile transmission or electronic transmission promptly upon Administrative Agent’s request.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, 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 federal law, the Trademark Collateral shall not include any applications filed in the USPTO to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks unless and until the filings of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

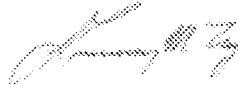
Very truly yours,

**AUTOMATED MERCHANDISING SYSTEMS
LLC**, as Grantor

By: 
Name: Robert D. Haswell
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as Collateral Agent

By: 

Name: Gregory M. Long
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Title:</u>	<u>Country</u>	<u>Status</u>	<u>Reg/App #</u>	<u>Registration Date</u>
SENSIT	United States of America	Registered	2,263,721	7/20/1999
ENERGYSENSIT	United States of America	Registered	3,236,298	5/1/2007
THE KEEPER	United States of America	Registered	3,550,948	12/23/2008
KEEPER CARE SYSTEM	United States of America	Registered	3,565,491	1/20/2009
SLIM GEM	United States of America	Registered	3,735,169	1/5/2010
EPOCH	United States of America	Registered	4,283,990	1/29/2013
KRIBKEEPER	United States of America	Registered	4,606,230	9/16/2014
MICROVEND	United States of America	Registered	5,138,674	2/7/2017
SMARTBITS	United States of America	Registered	5,302,672	10/3/2017
AMS (Stylized/Design)	United States of America	Registered	5,133,783	1/31/2017
EPIC	United States of America	Registered	5,493,248	6/12/2018

Trademark APPLICATIONS

None.