

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778209

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900723604		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xyntek, LLC	FORMERLY Xyntek, Inc.	09/30/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5107414	KEEP CALM AND SERIALIZE ON	
Registration Number:	4008593	XYNEXUS	
Registration Number:	5107413	XYNTEK	
Registration Number:	5324478	XYNTEK	
Registration Number:	2245938	XYNTEK	
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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053437-0064		
NAME OF SUBMITTER:	Atoosa Nowrouzi		
SIGNATURE:	/an/		

DATE SIGNED:	01/04/2023
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Total Attachments: 6

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- source=Atlas - Trademark Security Agreement [Executed]#page2.tif
- source=Atlas - Trademark Security Agreement [Executed]#page3.tif
- source=Atlas - Trademark Security Agreement [Executed]#page4.tif
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of September 30, 2022 (this "Agreement"), by and among Xyntek, LLC, a Pennsylvania limited liability company ("Xyntek"), Panacea Technologies LLC, a Pennsylvania limited liability company ("Panacea"), Crest Solutions Limited, an Irish private limited company ("Crest," and together with Xyntek and Panacea, the "Grantors") and WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent.

WHEREAS, CXV Atlas Bidco, Inc., a Delaware corporation (the "U.S. Borrower"), CXV Atlas Ireland Bidco, Limited, an Irish private limited company (the "Irish Borrower" and together with the U.S. Borrower, collectively, the "Borrowers"), CXV Atlas Intermediate, LLC, a Delaware limited liability company ("Intermediate Holdings"), CXV Atlas Upper Intermediate, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that Security Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, Holdings, the other Subsidiary Parties party thereto and WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby make, covenant and agree with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or

future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantors hereby authorize and request that the USPTO record this Agreement.

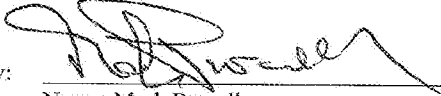
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.


[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

XYNTEK, LLC,
as the Grantor

By: 
Name: Mark Purcell
Title: President and Chief Operating
Officer

PANACEA TECHNOLOGIES LLC,
as the Grantor

By: 
Name: Mark Purcell
Title: President and Chief Operating
Officer

CREST SOLUTIONS LIMITED,
as the Grantor

By: _____
Name: Frank Madden
Title: Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

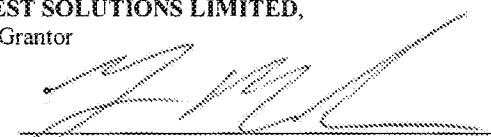
XYNTEK, LLC,
as a Grantor

By: _____
Name: Mark Purcell
Title: President and Chief Operating
Officer

PANACEA TECHNOLOGIES LLC,
as a Grantor

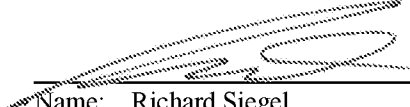
By: _____
Name: Mark Purcell
Title: President and Chief Operating
Officer

CREST SOLUTIONS LIMITED,
as a Grantor

By:  _____
Name: Frank Madden
Title: Director

[Signature Page to Trademark Security Agreement]

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. / App. No.
KEEP CALM AND SERIALIZE ON	USA	Xyntek, LLC	RN: 5107414 SN: 86587049
XYNEXUS	USA	Xyntek, LLC	RN: 4008593 SN: 85111103
XYNTEK	USA	Xyntek, LLC	RN: 5107413 SN: 86587044
XYNTEK	USA	Xyntek, LLC	RN: 5324478 SN: 86857453
XYNTEK	USA	Xyntek, LLC	RN: 2245938 ¹ SN: 75445970
CXV Global SmartFactory	USA	Crest Solutions Limited	SN: 97141961
OPENBIO	USA	Panacea Technologies LLC	SN: 90840649

¹ This trademark is currently in the name of Xyntex, Inc. due to a filing error. On July 11, 2022, a Section 7 corrective filing was made to change the registered owner to Xyntek, LLC.