# OP \$515.00 6134248

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ion v1.1 ETAS ID: TM777519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMIT Solutions, LLC		12/27/2022	Limited Liability Company: TEXAS
Encore Acquisition II Corp.		12/27/2022	Corporation: INDIANA

### **RECEIVING PARTY DATA**

Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Avenue		
Internal Address:	Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 20**

900741321

Property Type	Number	Word Mark			
Registration Number:	6134248	WE DELIVER HOSPITALITY			
Registration Number:	3452683	CMIT SOLUTIONS YOUR TECHNOLOGY TEAM			
Registration Number:	4414620	CMIT SOLUTIONS			
Registration Number:	4414624	CMIT SOLUTIONS YOUR TECHNOLOGY TEAM			
Registration Number:	5669518	CMIT SOLUTIONS			
Registration Number:	3549857	CMIT MARATHON			
Registration Number:	3549858	CMIT GUARDIAN PROTECTING YOUR BUSINESS			
Registration Number:	3549859	CMIT MARATHON WE KEEP YOU RUNNING			
Registration Number:	3549860	CMIT GUARDIAN			
Registration Number:	4381919	CMIT ANYWHERE BUSINESS COMPUTING, LIBERA			
Registration Number:	4381920	CMIT ANYWHERE			
Registration Number:	4414615	CMIT			
Registration Number:	5534317	CMIT SECURE			
Registration Number:	5669519	CMIT CYBERSECURITY ASSESSMENT			
Registration Number:	5669520	CMIT DNS FILTERING			
Registration Number:	5669521	CMIT PRINT			
Registration Number:	5669524	CMIT VOICE TRADEMARK			

TRADEMARK REFL: 007935 FRAME: 0816

REEL: 007935 FRAME: 0816

Property Type	Number	Word Mark
Registration Number:	5681836	CMIT SECURE NETWORK
Registration Number:	5681838	CMIT SECURE OPERATIONS
Registration Number:	5681839	CMIT SECURE ACCESS

### CORRESPONDENCE DATA

### Fax Number:

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.

**Phone:** 3128637141

**Email:** kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 E. Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.228
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/30/2022

### **Total Attachments: 6**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent"). Capitalized terms used herein without definition are used as defined in the Security Agreement.

### WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated as of December 27, 2022, among the Borrowers, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers; and

WHEREAS, each Grantor has entered into that certain Security Agreement, dated as of December 27, 2022, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent and each Lender as follows:

- <u>Section 1.</u> <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor confirms its grant to Agent, pursuant to the Security Agreement, of a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, but excluding any Excluded Property of such Grantor (the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all Intellectual Property licenses\_providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule I</u> 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.
- <u>Section 2.</u> <u>Security Agreement.</u> The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral

made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

### Section 3. [Reserved].

Section 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new Trademarks rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.

Section 5. 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. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement 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 electronic mail (including ".pdf" files) 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 electronic mail (including ".pdf" files) 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 electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

<u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

CMIT SOLUTIONS, LLC, a Texas limited liability company, as a Grantor

By: 7 Same: Daniel Kim
Title: President

ENCORE ACQUISITION II CORP., an Indiana corporation, as a Grantor

ACCEPTED AND AGREED as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: X

Name: David E. Fraimow Title: Senior Vice President

Signature Page to Trademark Security Agreement

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
WE DELIVER HOSPITALITY	United States	6134248	August 25, 2020	ENCORE ACQUISITION II CORP.
CMIT/Solutions	United States	3452683	June 24, 2008	CMIT Solutions, LLC
CMIT/Solutions	United States	4414620	October 8, 2013	CMIT Solutions, LLC
CMIT SOLUTIONS YOUR TECHNOLOGY TEAM	United States	4414624	October 8, 2013	CMIT Solutions, LLC
CMIT SOLUTIONS	United States	5669518	February 5, 2019	CMIT Solutions, LLC
CMIT MARATHON	United States	3549857	December 23, 2008	CMIT Solutions, LLC
CMIT/Guardian	United States	3549858	December 23, 2008	CMIT Solutions, LLC
CMIT Marathon	United States	3549859	December 23, 2008	CMIT Solutions, LLC
CMIT GUARDIAN	United States	3549860	December 23, 2008	CMIT Solutions, LLC
CMIT/Anywhere	United States	4381919	August 13, 2013	CMIT Solutions, LLC
CMIT ANYWHERE	United States	4381920	August 13, 2013	CMIT Solutions, LLC
CMIT	United States	4414615	October 8, 2013	CMIT Solutions, LLC
CMIT SECURE	United States	5534317	August 7, 2018	CMIT Solutions, LLC

CMIT CYBERSECURITY	United	5669519	February 5,	CMIT
ASSESSMENT	States		2019	Solutions, LLC
CMIT DNS FILTERING	United	5669520	February 5,	CMIT
	States		2019	Solutions, LLC
CMT PRINT	United	5669521	February 5,	CMIT
	States		2019	Solutions, LLC
CMIT VOICE	United	5669524	February 5,	CMIT
	States		2019	Solutions, LLC
CMIT SECURE	United	5681836	February 19,	CMIT
NETWORK	States		2019	Solutions, LLC
CMIT SECURE	United	5681838	February 5,	CMIT
OPERATIONS	States		2019	Solutions, LLC
CMIT SECURE ACCESS	United	5681839	February 5,	CMIT
	States		2019	Solutions, LLC
CMIT	Canada	TMA966663	March 24, 2017	CMIT
				Solutions, LLC
CMIT SOLUTIONS	Canada	TMA966667	March 24, 2017	CMIT
YOUR TECHNOLOGY				Solutions, LLC
TEAM				
	Canada	TMA966661	March 24, 2017	CMIT
manager (Calcaraca)				Solutions, LLC
CMIT Solutions				

# **Trademark Applications**

Mark	Jurisdiction	Application Number	Application Date	Applicant
CMIT SOLUTIONS	Canada	1940247	January 11, 2019	CMIT Solutions, LLC

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**RECORDED: 12/30/2022**