

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSM Holdings, LLC		12/29/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Context Credit Holdings, LP		
Street Address:	One Belmont Avenue, Suite 630		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4491100	ONTRONICS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brendan E. Ahern		
SIGNATURE:	/Brendan E. Ahern/		
DATE SIGNED:	12/30/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of December 29, 2022 by SSM HOLDINGS, LLC, a Texas limited liability company (the "Closing Date Borrower") and, upon the effectiveness of the filing of a certificate of name change with the Secretary of State of the State of Texas following the Closing Date, ONTRONICS, LLC, a Texas limited liability company (the "Post-Closing Date Borrower"; together with the Pre-Closing Date Borrower, individually and collectively, "Ontronics," together with any other Person who from time to time becomes a "Borrower" or a "Guarantor" pursuant to the terms of the Loan Agreement (as hereinafter defined), collectively, the "Grantors" and each individually, a "Grantor") in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited liability partnership (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 9.10, 9.11, AND 9.21 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

6. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

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

SSM HOLDINGS, LLC

By: Ronald G. Farrell, Chairman (SEAL)
Name: Ronald G. Farrell
Title: Chairman

Agreed and Accepted
as of the date first written above:

CONTEXT CREDIT HOLDINGS, LP

By: Meredith L Carter (SEAL)

Name: Meredith L. Carter

Its: President and Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
SSM Holdings, LLC	ONTRONICS	March 4, 2014	4491100

(c) Copyrights and Copyright Licenses

None.