

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISO Group, Inc.		01/09/2023	Corporation: DELAWARE
Dynatech International LLC		01/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRSTBANK PUERTO RICO		
Doing Business As:	FIRSTBANK FLORIDA		
Street Address:	1519 PONCE DE LEON AVENUE		
City:	SAN JUAN		
State/Country:	PUERTO RICO		
Postal Code:	00910		
Entity Type:	Chartered Bank: PUERTO RICO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87322254	DLMS	
Serial Number:	86956197	DLMS	
Serial Number:	77617935	ISO GROUP	
Serial Number:	85627548	MPX MILITARY PARTS EXCHANGE LLC	
Serial Number:	85627520	MILITARY PARTS EXCHANGE	
Serial Number:	88428979	MILITARY PARTS EXCHANGE	
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>			
Email:	trademarks@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Spencer Joffrion		
SIGNATURE:	/Spencer Joffrion/		

CH \$165.00 87322254

DATE SIGNED:	01/10/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9 day of January, 2023, by and among the Grantors listed on the signature page hereof (“Grantors”), and FirstBank Puerto Rico, a state banking institution organized under the laws of the Commonwealth of Puerto Rico, d/b/a FIRSTBANK FLORIDA, in its capacity as lender (in such capacity, together with its successors and assigns in such capacity, “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain ABL Loan and Security Agreement dated as of May 3, 2022 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Lender and Grantors, Lender has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby unconditionally grant and pledge to Lender, for the benefit of Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantors’ right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademark registrations and the registrations referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark registrations and renewals; and
- (d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantors against third parties for past, present or future
 - (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to

the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of Lender, pursuant to the Credit Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement

by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

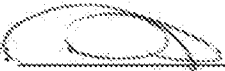
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.13 AND 10.14 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

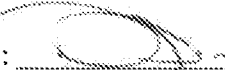
ISO GROUP, INC., a Delaware corporation

By:  _____

Name: Dixie Newton

Title: Treasurer and Secretary

DYNATECH INTERNATIONAL LLC, a
Delaware limited liability company

By:  _____

Name: Dixie Newton

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

FIRSTBANK PUERTO RICO D/B/A
FIRSTBANK FLORIDA


By: _____

Name: _____

Title: _____

LENDER:


**FIRSTBANK PUERTO RICO d/b/a
FIRSTBANK FLORIDA**

By:  _____

Name: Sergio H. Gonzalez

Title: VP, Corporate Banking

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/ Applications/ Loan Party	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
ISO Group, Inc.	DLMS	87322254	5276136	02/02/2017	08/29/2017
ISO Group, Inc.	DLMS	86956197	5179416	03/29/2016	04/11/2017
ISO Group, Inc.	ISO GROUP	77617935	3642920	11/19/2008	06/23/2009
Dynatech International LLC	MPX MILITARY PARTS EXCHANGE LLC 	85627548	4360103	05/16/2012	07/02/2013
Dynatech International LLC	MILITARY PARTS EXCHANGE	85627520	4336464	05/16/2012	05/14/2013
Dynatech International LLC	MILITARY PARTS EXCHANGE	88428979	5936348	05/14/2019	12/17/2019

Trade Names: None

Common Law Trademarks: None

Trademarks Not Currently in Use: None

Trademark Licenses: None

[Schedule I to Trademark Security Agreement]

BUSINESS.29789765.4

RECORDED: 01/10/2023

**TRADEMARK
REEL: 007942 FRAME: 0779**