

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZYSCOVICH, LLC	FORMERLY Zyscovich, Inc.	12/30/2022	Limited Liability Company: FLORIDA
Prime Engineering Incorporated		12/30/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77737304	REAL URBANISM	
Serial Number:	88289856	PRIME ENGINEERING	
Serial Number:	76030528	PRIME ENGINEERING INCORPORATED	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22717342		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	12/30/2022		

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Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of December 30, 2022 by and from ZYSCOVICH, LLC, a Florida limited liability company (formerly known as Zyscovich, Inc.), and Prime Engineering Incorporated, a Georgia corporation (each, individually, a “Grantor” and, collectively, the “Grantors”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Stratus Team, LLC, a Delaware limited liability company (the “Borrower”), the Grantors, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of December 30, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of December 30, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantors own the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) Each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor’s right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks,


(3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.


4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

ZYSCOVICH, LLC

By: 
Name: Douglas T. Lake, Jr.
Title: Vice President

PRIME ENGINEERING INCORPORATED

By: 
Name: Douglas T. Lake, Jr.
Title: Vice President

Signature Page for Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 007950 FRAME: 0013

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Application No.	Registration No.	Trademark
ZYSCOVICH, LLC (formerly known as Zyscovich, Inc.)	77737304	3833522	REAL URBANISM
Prime Engineering Incorporated	88289856	6115923	PRIME ENGINEERING
Prime Engineering Incorporated	76030528	2611442	PRIME ENGINEERING INCORPORATED