

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frontier Service Partners Inc.		01/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay St.		
Internal Address:	7th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90882797	FRONTIER SERVICE PARTNERS	
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:	13127017552		
Email:	cschlie@mayerbrown.com		
Correspondent Name:	Caitlin Schlie		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22727584		
NAME OF SUBMITTER:	Caitlin Schlie		
SIGNATURE:	/Caitlin L. Schlie/		
DATE SIGNED:	01/30/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of January 20, 2023 is executed by **FRONTIER SERVICE PARTNERS INC.** (the “Borrower”) in favor of **CANADIAN IMPERIAL BANK OF COMMERCE**, as administrative agent (in such capacity, and its successors and permitted assigns in such capacity, the “Agent”), on behalf of itself and the other Secured Parties (as defined herein).

PRELIMINARY STATEMENTS

A. The Borrower, as borrower, certain other persons from time to time parties thereto, as guarantors, Frontier Service Partners Midco Inc., various lenders (the “Lenders”) and the Agent have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, the Borrower has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Borrower, the other Debtors (as defined therein) from time to time party thereto and Grantee.

C. Pursuant to the Security Agreement, the Borrower is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms; Interpretation.

(a) Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Credit Agreement or Security Agreement, as applicable.

(b) For purposes of this Agreement, the rules of interpretation set forth in Sections 1.4 and 1.5 of the Credit Agreement shall apply as if fully set forth herein, mutatis mutandis.

Section 2. Grant of Security Interest in the Collateral. The Borrower grants to the Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Borrower (the “Collateral”), whether now owned or hereafter acquired:

(a) all trademarks, trademark applications, trade names and other intellectual property rights owned by the Borrower that are registered or on file with the United States Patent and Trademark Office or the United States Copyright Office (or the equivalent thereof in any foreign jurisdiction), including, without limitation, those referred to on Schedule A hereto;

(b) All Accessions and additions to, and substitutions and replacements of, any of the foregoing; and

(c) All Proceeds and products of, and all Supporting Obligations in respect of, the

foregoing, and all insurance on or related to the foregoing and all proceeds thereof.

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include any "intent to use" trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect thereto.

Section 3. Obligations Secured. This Agreement secures all obligations of the Borrower under the Credit Agreement (all obligations referred to above, the "Secured Obligations").

Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations. Upon termination of this Agreement, the Agent shall, upon the request and at the expense of the Borrower, forthwith release its Lien hereunder.

Section 5. Miscellaneous.

(a) This Agreement cannot be changed or terminated orally. No amendment, modification or waiver of any provision of this Agreement nor consent to any departure by the Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Agent and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Delivery of an executed counterpart of a signature page of this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

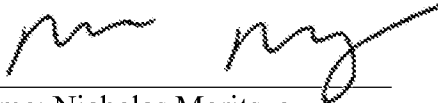
(c) This Agreement shall be deemed to be a contract under the Laws of the State of New York without regard to its conflict of laws principles. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(d) To the extent any provision of this Agreement expressly conflicts with, or is otherwise expressly inconsistent with, the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FRONTIER SERVICE PARTNERS INC.

By: 
Name: Nicholas Moritsugu
Title: Secretary and Treasurer

Schedule A
Intellectual Property Rights

Trademark	Filing Office / Jurisdiction	Filing Date	Status	Application / Registration No.
FRONTIER SERVICE PARTNERS	USPTO	August 13, 2021	Registered	90882797