

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DD Grid, LLC		03/03/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97740870	GRID	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030786-0964		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	03/08/2023		
Total Attachments: 6			
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FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 3, 2023, made by each of the parties party hereto (collectively, the "Grantors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, New York, New York 10010, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time party to the First Lien Credit Agreement (as defined below) and as collateral agent (the "Collateral Agent" and together with the Administrative Agent, the "Agents") for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement (as defined below)).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of March 6, 2018 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among ARTERA SERVICES, LLC (f/k/a PowerTeam Services, LLC), a Delaware limited liability company (together with any successor in interest thereto, the "Borrower"), ARTERA SERVICES MIDCO, LLC (f/k/a PowerTeam Services MidCo, LLC), a Delaware limited liability company (together with any successor in interest thereto, " Holding"), the Agents and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Borrower, Holding, the Grantors and the other parties thereto have executed and delivered the First Lien Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3 of the First Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National

Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERSIV SOLUTIONS, LLC
OTIS MINNESOTA SERVICES, LLC
ARTERA SERVICES, LLC
DD GRID, LLC,

as Grantor

DocuSigned by:

By:

Melanie M. Nealis

Name: Melanie M. Nealis

Title: Chief Legal Officer and Secretary

[Signature Page to Hercules First Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]


TRADEMARK
REEL: 007996 FRAME: 0722

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By:


Name: Gianni Russello
Title: Authorized Signatory

By:


Name: Johannes Werner
Title: Authorized Signatory

[Signature Page to Hercules First Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No.</u> <u>/ Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Versiv Solutions, LLC	VERSIV	97363464 ITU	--	04/14/2022
Otis Minnesota Services, LLC	M MINNESOTA LIMITED	97455166	--	06/13/2022
Otis Minnesota Services, LLC	OTIS EASTERN SERVICE, LLC WELLSVILLE, NY	97455862	--	06/13/2022
Otis Minnesota Services, LLC	OTIS MINNESOTA SERVICES	97740999	--	01/04/2023
Artera Services, LLC	ARTERA	97363457	--	04/14/2022
DD Grid, LLC	GRID	97740870	--	01/04/2023