

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHTSHIP CAPITAL LLC		03/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W Washington St.		
Internal Address:	9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4058534	A	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38725-1000		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	03/10/2023		
Total Attachments: 7			
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ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENTS

THIS ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Assignment”) is made and entered into as of March 10, 2023 by Lightship Capital LLC, as the resigning Collateral Agent for the Secured Parties (each as defined in the Credit Agreement referred to below) (in such capacity, “Assignor”), in favor of Alter Domus (US) LLC, as the successor Collateral Agent for the Secured Parties (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Second Lien Security Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the, *inter alios*, Grantor (as defined therein) and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) that certain Second Lien Intellectual Property Security Agreement, dated as of May 14, 2020, between American Steamship Company (the “Grantor”) and the Assignor, which was recorded at the United States Patent and Trademark Office on May 15, 2020 at Reel/Frame 052678/0556 and at Reel/Frame 6940/0151, and recorded at the United States Copyright Office on May 18, 2020 at Volume/Doc. No 9984/583 (the “IP Security Agreement”), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Collateral (as such term is defined in the IP Security Agreement), including, without limitation, those patent applications set forth on Schedule I hereto, those trademark registrations set forth on Schedule II hereto, and those copyright registrations set forth on Schedule III hereto; and

WHEREAS, pursuant to that certain Agreement of Agent Resignation, Appointment and Acceptance, dated as of March 10, 2023, among Lightship Capital LLC (“Lightship”), Alter Domus (US) LLC (“Alter Domus”), and the Lenders party thereto (as defined therein), Lightship has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and related Loan Documents (each as defined in the Security Agreement), and Alter Domus has assumed and succeeded to all of the rights, powers, privileges, protections, duties, and interests of Lightship as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the IP Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Collateral.

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

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the IP Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title,

interest, security interests and liens.

3. Recordation. Effective upon the date first written above, Assignor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record Assignee as the successor Collateral Agent for the Secured Parties in the Collateral.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

LIGHTSHIP CAPITAL LLC,
as resigning Collateral Agent, as Assignor

By:

DocuSigned by:
Stanley Edme

Name: Stanley Edme

Title: Vice President

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

ALTER DOMUS (US) LLC,
as successor Collateral Agent, as Assignee

By: 
Name: Piju Chitu
Title: Associate Counsel

{Signature Page to Assignment of Second Lien Intellectual Property Security Agreement}

TRADEMARK
REEL: 008000 FRAME: 0334

Schedule I

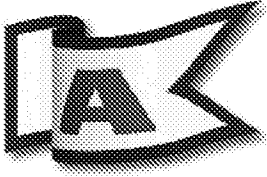
Patents

Reel 052678, Frame 0556

Applicant	Title	File Date	Application Number
American Steamship Company	AN ELECTRONIC MONITORING AND CONTROL SYSTEM DIRECTING BALLAST TREATMENTS THAT EXPLOIT HYDROXIDE STABILIZATION	7/11/2019	62/872,951

Schedule II
Trademarks

Reel 6940, Frame 0151

Owner	Mark	Registration Date	Registration Number
American Steamship Company		11/22/2011	4058534

Schedule III

Copyrights

Volume 9984, Doc No. 583

Owner	Title	Registration Date	Registration Number
American Steamship Company	How to make a Steamship float and other Great Lakes recipes.	1/14/1985	TX0001562794
American Steamship Company	Safety handbook and Departmental safety handbook.	9/26/1984	TX0001490172
American Steamship Company	Food protection ; Safety belts ; Gloves ... [et al.]	9/26/1984	VA0000177354