

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Quality Assurance - U.S.A., Inc.		03/17/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch, as Second Security Agent		
Street Address:	8-10 Moorgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 6DA		
Entity Type:	Naamloze Vennootschap (Nv): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4316490	UNITEK TECHNICAL SERVICES	
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:	028878-0269		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	03/20/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”) dated March 17, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ING Bank N.V., London Branch, as Second Lien Security Agent (the “Second Lien Security Agent”) for the Second Lien Creditors. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Finance Documents and the Second Lien Pledge and Security Agreement.

WHEREAS, EM Bidco Limited, a limited company incorporated under the laws of England and Wales and having its registered office at 3rd Floor, Davidson Building, 5 Southampton Street, London, United Kingdom, WC2E 7HA with registered number 13855317 (the “Borrower”), EM Midco2 Limited, a limited company incorporated under the laws of England and Wales and having its registered office at 3rd Floor, Davidson Building, 5 Southampton Street, London, United Kingdom, WC2E 7HA with registered number 13856338 (“Initial Holdings”), ING Bank N.V., London Branch, as Administrative Agent, each lender from time to time party thereto and the other parties party thereto have entered into that certain Second Lien Credit Agreement dated as of June 24, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), and, pursuant to the Second Lien Credit Agreement, each lender has agreed to make extensions of credit upon the terms and subject to the conditions set forth in the Second Lien Credit Agreement.

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors have entered into the Second Lien Pledge and Security Agreement dated as of June 24, 2022, among the Grantors as defined therein, the Pledgors as defined therein and ING Bank N.V., London Branch, as Second Lien Security Agent for the Second Lien Creditors (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”) in order to induce the lenders to make extensions of credit.

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have granted to the Second Lien Security Agent, for the ratable benefit of the Second Lien Creditors, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Security Agent for the ratable benefit of the Second Lien Creditors a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the registered Trademarks (as defined in the Second Lien Pledge and Security Agreement) and Trademarks for which applications are pending in the United States

Patent and Trademark Office set forth in Schedule A hereto, including all goodwill associated therewith or symbolized thereby (excluding any Excluded Collateral);

(b) the right to sue for past, present and future infringement, misappropriation, dilution and other violations thereof;

(c) all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world; and

(d) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Second Lien Liabilities of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Second Lien Liabilities and that would be owed by such Grantor to any Second Lien Creditor but for the fact that such Second Lien Liabilities are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Counterparts; Electronic Transmission. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words "execution", "signed", "signature" and words of like import in this IP Security Agreement shall be deemed to include images of manually executed signatures transmitted by facsimile or other electronic imaging means (e.g. ".pdf" or ".tif") and other electronic signatures (e.g. DocuSign and AdobeSign), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Security Agent with respect to the Collateral are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Second

Lien Pledge and Security Agreement, the terms of the Second Lien Pledge and Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

National Quality Assurance – U.S.A., Inc., as Grantor


By: Hendrik Sluifers
Name: H.A.P.P. Sluifers
Title: Director

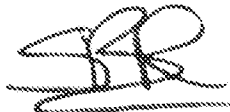
Jurisdiction of Formation/Incorporation:
Massachusetts

Address of Chief Executive Office

3701 Port Union Road, Fairfield, OH 45014

ING Bank N.V., London Branch,
as Second Lien Security Agent,

By: 
Name:
Title:

By: 
Name:
Title:

Christopher Henthorne & Stephanie Boughtwood - Authorised Signatories

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Registration No. or Application No.
UNITEK TECHNICAL SERVICES	4316490