

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATSG, Inc.		05/09/2023	Corporation: NEW YORK
Shoregroup Solutions LLC.		05/09/2023	Limited Liability Company: DELAWARE
Optanix, Inc.		05/09/2023	Corporation: NEW YORK
MTM Technologies, Inc.		05/09/2023	Corporation: DELAWARE
Vology, Inc.		05/09/2023	Corporation: FLORIDA
Xentaurs, LLC		05/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Commercial Distribution Finance, LLC		
Street Address:	10 S. Wacker Dr. 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2939804	SG	
Registration Number:	4186138	SHOREGROUP	
Registration Number:	3688104	SHOREGROUP	
Registration Number:	2811619	SHOREGROUP	
Registration Number:	3688103	SHOREPATROL	
Registration Number:	5497561	ATSG	
Registration Number:	5497560	ATSG	
Registration Number:	5926823	OPTANIX	
Registration Number:	5307399	WHEN SERVICE PREDICTABILITY COUNTS	
Registration Number:	2728100	CASEENTRY	
Registration Number:	3944769	FIELDWATCH	
Registration Number:	4088198	SEXTANT	
Registration Number:	3841012	VOLOGY	

OP \$365.00 2939804

Property Type	Number	Word Mark
Registration Number:	5650125	XENTAURS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 6142803566

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Matthew T. Callahan

SIGNATURE: /Matthew T. Callahan/

DATE SIGNED: 05/12/2023

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ATSG, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: New York
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 5/9/23

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Commercial Distribution Finance, LLC

Street Address: 10 S. Wacker Dr. 17th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule Attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/Matthew T. Callahan

5/10/23

Signature

Date

Matthew Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Shoregroup Solutions LLC. – a Delaware limited liability company

Optanix, Inc. – a New York corporation

MTM Technologies, Inc. – a Delaware corporation

Vology, Inc. – a Florida corporation

Xentaur, LLC – a Delaware limited liability company

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 9th day of May, 2023 by each of the signatories hereto indicated as a grantor (each a "Grantor" and collectively, the "Grantors") and WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, for the benefit of itself and the other Secured Parties (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Lender, WELLS FARGO BANK, N.A. ("Wells Fargo"), ATSG, INC. (formerly AXISPOINT TECHNOLOGY SOLUTIONS GROUP, INC.), a New York corporation ("ATSG"), SHOREGROUP HOLDINGS, INC., a Delaware corporation ("Shoregroup Holdings"), SHOREGROUP SOLUTIONS LLC, a Delaware limited liability company ("Shoregroup Solutions"), OPTANIX HOLDINGS, INC., a Delaware corporation ("Optanix Holdings"), OPTANIX, INC., a New York corporation ("Optanix"), MTM TECHNOLOGIES, INC., a Delaware corporation ("MTM"), DINCLOUD, INC., a Nevada corporation ("Dincloud"), VOLOGY, INC., a Florida corporation ("Vology"), XENTAURS, LLC, a Delaware limited liability company ("Xentaurs", together with ATSG, Shoregroup Holdings, Shoregroup Solutions, Optanix Holdings, Optanix, MTM, Dincloud, Vology, and together with each other Person joined thereto as a Borrower from time to time in accordance with Section 6.20 thereof, each, a "Borrower" and collectively, the "Borrowers"), ATSG, as Borrower Representative, and ATSG HOLDINGS, INC., a Delaware corporation ("Holdings" and together with each other Person who becomes a guarantor thereunder, individually a "Guarantor" and collectively the "Guarantors"), the Lender and the other Secured Parties are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantors are required to execute and deliver to the Lender that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Lender this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Lender, for the benefit of itself and the other Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the

“Trademark Collateral”):

(i) any and all of each Grantor’s pending and registered U.S. Trademarks listed on Schedule I hereto; (ii) all pending applications, registrations, and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor’s business symbolized by the foregoing and connected therewith and (vi) all of each Grantor’s rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law

arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Lender, as applicable. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", whether or not so expressly stated in each such instance. The word "will" shall be construed to have the same meaning and effect as the word "shall". "Writing", "written" and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary in this Trademark Security Agreement, the Liens and rights granted to the Lender pursuant to this Trademark Security Agreement or the other Loan Documents, and the exercise of any right or remedy by Lender hereunder or thereunder, are subject to the provisions of the ABL/TL Intercreditor Agreement. In the event of any conflict between the terms of the ABL/TL Intercreditor Agreement and this Trademark Security Agreement or any other Loan Document, the terms of the ABL/TL Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ATSG, INC.,
a New York corporation

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

SHOREGROUP SOLUTIONS LLC,
a Delaware limited liability company

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

OPTANIX, INC.,
a New York corporation

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

MTM TECHNOLOGIES, INC.,
a Delaware corporation

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

VOLOGY, INC.,
a Florida corporation

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer


XENTAURS, LLC,
a Delaware limited liability company

By: Ronald F. Zampolin
Name: Ronald F. Zampolin
Title: Secretary and Treasurer


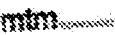
[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO COMMERCIAL DISTRIBUTION
FINANCE, LLC

By: 
Name: Fahad Haroon
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Borrower Party	Mark	Jurisdiction	Registration number	Registration date	Status
ShoreGroup Solutions LLC		U.S. Federal	2939804	4/12/2005	Registered
ShoreGroup Solutions LLC	SHOREGROUP	U.S. Federal	4186138	8/7/2012	Registered
ShoreGroup Solutions LLC	SHOREGROUP	U.S. Federal	3688104	9/29/2009	Registered
ShoreGroup Solutions LLC	SHOREGROUP	U.S. Federal	2811619	2/3/2004	Registered
ShoreGroup Solutions LLC	SHOREGROUP	Canada	TMA819410	3/7/2012	Registered
ShoreGroup Solutions LLC	SHOREPATROL	Canada	TMA833538	3/10/2012	Registered
ShoreGroup Solutions LLC	SHOREGROUP	Community Trademarks	10963577	11/9/2012	Registered
ShoreGroup Solutions LLC	SHOREPATROL	U.S. Federal	3688103	9/29/2009	Registered
MTM Technologies, Inc	MTM Technologies	Delaware	20090060175	4/23/2018	Registered
MTM Technologies, Inc.	MTM Technologies	Delaware	90060175	9/18/2008	Registered
MTM Technologies, Inc		Massachusetts	86180	7/24/2018	Registered
MTM Technologies, Inc	MTM Technologies	New York	S20642	7/31/2008	Registered
ATSG, Inc.	ATSG	U.S. Federal	5497561	6/19/2018	Registered
ATSG, Inc.	ATSG	U.S. Federal	5497560	6/19/2018	Registered
Optanix, Inc.	OPTANIX	U.S. Federal	5926823	12/3/2019	Registered
Optanix, Inc.	WHEN SERVICE PREDICTABILITY COUNTS	U.S. Federal	5307399	10/10/2017	Registered
Optanix, Inc.	CASEENTRY	U.S. Federal	2728100	6/17/2003	Registered

Borrower Party	Mark	Jurisdiction	Registration number	Registration date	Status
Optanix, Inc.	FIELDWATCH	U.S. Federal	3944769	4/12/2011	Registered
Optanix, Inc.	SEXTANT	U.S. Federal	4088198	1/17/2012	Registered
Vology, Inc.	VOLOGY	U.S. Federal	3841012	8/31/2010	Registered
Xentaur, LLC	Xentaur	U.S. Federal	5650125	1/8/2019	Registered