

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numerically Automated Cutting Systems, LLC		06/06/2023	Limited Liability Company: DELAWARE
Langmuir Systems LLC		06/06/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Oxer Mezzanine Fund II, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6559088	SIDEKICK	
Registration Number:	6506189	DUST DOCK	
Registration Number:	6418740	SIDEKICK 8	
Serial Number:	97301013	SABRESHIELD	
Registration Number:	5935817	SIGN MASTER	
Registration Number:	5866635	PLASMA DEFENSE	
Registration Number:	3126746	SHOP SABRE	
Registration Number:	6668283	ARCFLAT	
Registration Number:	5589767	CROSSFIRE	
Serial Number:	97517301	MR-1	
Serial Number:	97725866	SABRENATION	
Serial Number:	97725885	SABRENATION	
Serial Number:	97725897	SHOPSABRE	
Serial Number:	97725914	SHOPMASTER	
Serial Number:	97725927	SABRESHIELD	
Serial Number:	97725947	SABRESHIELD	

OP \$415.00 6559088

CORRESPONDENCE DATA**Fax Number:** 6142243246*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:** 6144621093**Email:** barbara.bacon@icemiller.com**Correspondent Name:** Ice Miller LLP**Address Line 1:** 250 West Street, Suite 700**Address Line 4:** Columbus, OHIO 43215-7509

NAME OF SUBMITTER:	Barbara Bacon
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SIGNATURE:	/Barbara Bacon/
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DATE SIGNED:	06/07/2023
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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Numerically Automated Cutting Systems, LLC, a Delaware limited liability company and Langmuir Systems LLC, a California limited liability company (collectively, the "Grantor"), hereby confirms its grant to Oxer Mezzanine Fund II, L.P. a Delaware limited partnership, in its capacity as Agent (as defined in the Security Agreement (as defined below)) ("Oxer"), of a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States registered trademarks set forth on Schedule A attached hereto, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks"), (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks, in each case to the extent of the terms of the Security Agreement (as defined below); provided, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

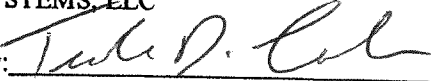
THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the satisfactory performance and payment of the Obligations of the Grantor, as such term is defined in the General Security and Pledge Agreement among the Grantor, ShopSabre Holding Company, LLC, ShopSabre Blocker, Inc. and Oxer, dated as of June 6, 2023 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of Oxer with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of June, 2023.


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“GRANTOR”

NUMERICALLY AUTOMATED CUTTING
SYSTEMS, LLC

By: 
Tucker D. Cowden, Vice President and
Assistant Secretary

LANGMUIR SYSTEMS LLC

By: 
Tucker D. Cowden, Vice President and
Assistant Secretary


*Signature Page to
Trademark Security Agreement*

TRADEMARK
REEL: 008094 FRAME: 0331

“OXER”

OXER MEZZANINE FUND II, L.P.,
as Agent

By: Oxer GP II, LLC, its General Partner

By: 

Michael P. O'Brien, Managing Member


*Signature Page to
Trademark Security Agreement*

**TRADEMARK
REEL: 008094 FRAME: 0332**

SCHEDULE A

Trademarks

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
SideKick	6559088	November 16, 2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
Dust Dock	6506189	October 5, 2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SideKick 8	6418740	July 13, 2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SabreShield	* 97301013 *App. SN	* March 8, 2022 * Filing Date	Bombardo, James DBA ShopSabre CNC
	5935817	December 17, 2019	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
	5866635	September 24, 2019	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
	3126746	August 8, 2006	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
ARCFLAT	6668283	March 8, 2022	Langmuir Systems LLC
CrossFire	5589767	October 23, 2018	Langmuir Systems LLC
MR-1	*97517301 *App. SN	* July 24, 2022 * Filing Date	Langmuir Systems LLC
	*97725866 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SABRENATION	*97725885 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SHOPSABRE	*97725897 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SHOPMASTER	*97725914 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SABRESHIELD	*97725927 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC

 <p>SabreSHIELD</p>	*97725947 *App. SN	*December 20, 2022 * Filing Date	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
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