

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneShield, Inc.		06/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PLC Agent LLC		
Street Address:	100 Federal Street		
Internal Address:	Floor 20		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98019820	ONESHIELD	
Serial Number:	98019456		
CORRESPONDENCE DATA			
Fax Number:			
<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:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010878-0040		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	06/21/2023		
Total Attachments: 6			
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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of June 20, 2023, by and among the Grantor listed on the signature page hereto (the “*Grantor*”) and **PLC AGENT LLC**, as administrative agent for the banks and other financial institutions or entities from time to time party to the Credit Agreement referred to below (the “*Lenders*”) (in such capacity, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent and the Lenders have agreed to extend certain financial accommodations to the Borrowers (as hereinafter defined), in the amounts and manner set forth in that certain Term Loan Credit Agreement, dated as of March 29, 2023, by and among **OSP MIDCO INC.**, a Delaware corporation (“*Holdings*”), **ONESHIELD, INC.**, a Delaware corporation (a “*Borrower*”, and, together with any other Borrowers (as defined therein) from time to time party thereto, collectively, the “*Borrowers*”), **ONESHIELD INTERNATIONAL, INC.**, a Delaware corporation, any other Guarantors (as defined therein) from time to time party thereto, the Lenders and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by the Administrative Agent and the Lenders to make the Loans to the Borrowers under the Credit Agreement, the Borrowers and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of March 29, 2023 (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Administrative Agent and the Lenders are willing to make the Loans to the Borrowers, but only upon the condition, among others, that the Borrowers and each other Grantor shall grant to the Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Borrowers and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrowers, Holdings and the other Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Borrowers’ and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and the Loan Documents, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, the Grantor grants to the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:
 - a. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto.
2. This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of the Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of the Grantor following any such termination, the Administrative Agent shall deliver such documents as the Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.**

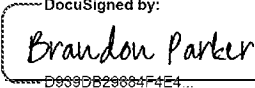
5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any other certificate or written instrument delivered in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, 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.
7. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
8. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

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IN WITNESS WHEREOF, the parties have caused this Supplement No. 1 to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

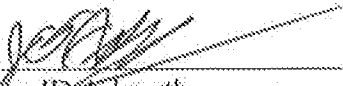
GRANTOR:

ONESHIELD, INC.

By:  _____
Name: Jeffrey Brandon Parker
Title: Chief Operating Officer

ADMINISTRATIVE AGENT:


PLC AGENT LLC

By: 
Name: JD Askwyth
Title: Director

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EXHIBIT A

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ONESHIELD	ONESHIELD, INC.	98019820	5/30/2023	N/A ¹	N/A
	ONESHIELD, INC.	98019456	5/30/2023	N/A ²	N/A

¹ Trademark application.

² Trademark application.