

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association, as resigning Collateral Agent		06/30/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC, as successor Collateral Agent		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4971895	N NEO TECH NATEL EPIC ONCORE	
<b>Registration Number:</b>	4592055	WE MAKE AMAZING THINGS HAPPEN.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.00052		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	07/05/2023		
<b>Total Attachments: 6</b>			
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**Assignment and Assumption of Trademark Security Agreement**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of June 30, 2023 (the “Effective Date”), is made by Wells Fargo Bank, National Association having an address of 1525 W WT Harris Blvd, Charlotte, Charlotte, NC 28262 as resigning Collateral Agent, as assignor (the “Assignor”), and Ankura Trust Company, LLC, having an address of 140 Sherman Street, 4th Floor, Fairfield, CT 06824, as successor Collateral Agent, as assignee (the “Assignee”).

**WHEREAS**, NATEL ENGINEERING COMPANY, LLC, a California limited liability company (the “Grantor”) and the Assignor entered into (i) that certain Trademark Security Agreement dated as of April 30, 2019 (the “Trademark Security Agreement”) pursuant to that certain Pledge and Security Agreement, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, each of the subsidiaries of the Grantor party thereto from time to time (the “Guarantors”) and the Assignor, and (ii) that certain Term Loan and Guaranty Agreement, dated as of April 30, 2019 (as amended by that certain First Amendment to Term Loan and Guaranty Agreement, dated as of September 14, 2021 and that certain Second Amendment to Term Loan and Guaranty Agreement, dated as of June 30, 2023, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Guarantors, the Lenders (as defined therein) party thereto from time to time and the Assignor, as administrative agent and collateral agent, pursuant to which the Assignor received from the Grantor a security interest in certain intellectual property, including, but not limited to, the trademark registrations set forth on Schedule A attached hereto and made a part hereof, including such other trademark rights set forth in the Trademark Security Agreement (the “Trademark Collateral”); and

**WHEREAS**, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Credit Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. The Assignor hereby, pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.

3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the “USPTO”). The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. THIS ASSIGNMENT AND ASSUMPTION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.
6. This Assignment and Assumption may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or in electronic format (e.g., “pdf” or “tif” file format) shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. The words “execution”, “signed”, “signature”, “delivery” and words of like import in this Assignment and Assumption shall be deemed to be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping 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.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Assignor

By: Michael Kim

Name: Michael Kim

Title: Managing Director

Accepted:

**ANKURA TRUST COMPANY, LLC,**  
as Assignee

By: 

Name: Gayani Crawford

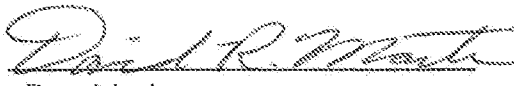
Title: Senior Director

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008124 FRAME: 0293**

Acknowledged and Agreed:

NATEL ENGINEERING COMPANY, LLC,  
as Grantor


By:   
Name: Dave Martin  
Title: Treasurer

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008124 FRAME: 0294**

**Schedule A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
	86614344	4/29/2015	4971895	6/7/2016
We make amazing things happen.	86142562	12/12/2013	4592055	8/26/2014