

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Livanta LLC		09/11/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Concentric Partners I, LP		
Street Address:	900 Ridgefield Drive, Suite 270		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97673483	TRUSTFOLIO	
Serial Number:	97673457	TRUSTFOLIO	
Serial Number:	97673396	TRUSTFOLIO	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		
DATE SIGNED:	09/11/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 11, 2023 (this “Agreement”), is made by LIVANTA LLC, a Maryland limited liability company (the “Grantor”), in favor of CONCENTRIC PARTNERS I, LP, a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (as defined in the Purchase Agreement (defined below)) (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, the Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, the Grantor, the other parties from time to time thereto and Collateral Agent have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Collateral Agent for the ratable benefit of itself and the Purchasers from time to time party to the Purchase Agreement; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agree as follows:

Section 1 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grant to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral (as defined in the Security Agreement).

Section 2 **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

Section 6 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

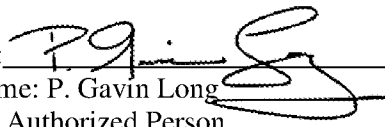
Section 7 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

Grantor:

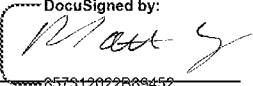
LIVANTA LLC

By: 
Name: P. Gavin Long
Its: Authorized Person

Collateral Agent:

CONCENTRIC PARTNERS I, LP

By: Concentric Partners I GP, LLC
Its: General Partner

DocuSigned by:

By: _____
Name: Matthew A. Young
Its: Manager

SCHEDULE I

Trademarks

Owner	Mark	Class	App. Serial No.	Filing Date
Livanta LLC	TRUSTFOLIO	Class 041	97673483	Nov. 11, 2022
Livanta LLC	TRUSTFOLIO	Classes 009, 035, 042	97673457	Nov. 11, 2022
Livanta LLC	TRUSTFOLIO	Classes 009, 042, 044	97673396	Nov. 11, 2022