

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Solutions LLC		09/29/2023	Limited Liability Company: MARYLAND
APG Technologies, LLC		09/29/2023	Limited Liability Company: VIRGINIA
Altamira Technologies Corporation		09/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4312782	PRIME SOLUTIONS	
Registration Number:	4751476	APG TECHNOLOGIES	
Registration Number:	4612935	A APG TECHNOLOGIES	
Registration Number:	4620133	APG TECHNOLOGIES	
Registration Number:	4593882	ALTAMIRA	
Registration Number:	4786319	ALTAMIRA	
Registration Number:	4589943	A ALTAMIRA	
Registration Number:	4646002	A ALTAMIRA	
Registration Number:	5771053	A ALTAMIRA CYBER VAXEEN ADVERSARY EMULAT	
Registration Number:	4313096	KEY PEOPLE IN CRITICAL PLACES	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			

CH \$265.00 4312782

Phone: 4045723428
Email: AAmicoOlchaskey@KSLAW.com
Correspondent Name: Angela Amico Olchaskey
Address Line 1: 1180 Peachtree Street, NE | Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Angela Amico Olchaskey

SIGNATURE: /AAmicoOlchaskey/

DATE SIGNED: 09/29/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Altamira Technologies Corporation, a Delaware corporation (the “Borrower”), Altamira Intermediate Company II, Inc., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of September 29, 2023, in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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, without limitation, 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP Licenses subject to a security interest hereunder.

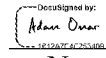
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission, electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Trademark Security Agreement, "electronic transmission," means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Section 6. Governing Law. This Trademark Security 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.

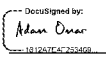
[SIGNATURE PAGES FOLLOW]

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

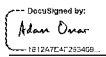
PRIME SOLUTIONS LLC, as Grantor

By: 
Name: Adam Omar
Title: Secretary

APG TECHNOLOGIES, LLC, as Grantor

By: 
Name: Adam Omar
Title: Secretary

ALTAMIRA TECHNOLOGIES CORPORATION, as Grantor

By: 
Name: Adam Omar
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: DocuSigned by:
Peter Nguyen
Name: Peter Nguyen
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Registered Owner	Registration Number / Date	Trademark
Prime Solutions LLC	4,312,782 4/2/13	Prime Solutions
APG Technologies, LLC	4,751,476 6/10/15	APG Technologies
APG Technologies, LLC	4,612,935 9/30/14	
APG Technologies, LLC	4,620,133 10/14/14	APG Technologies
Altamira Technologies Corporation	4,593,882 8/26/14	Altamira
Altamira Technologies Corporation	4,786,319 8/4/15	Altamira
Altamira Technologies Corporation	4,589,943 8/19/14	 ALTAMIRA (design plus words)
Altamira Technologies Corporation	4,646,002 11/25/14	
Altamira Technologies Corporation	5,771,053 6/4/19	
Altamira Technologies Corporation	4,313,096 4/2/13	Key People in Critical Places

TRADEMARK APPLICATIONS

None

IP LICENSES

None