

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM849311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROCESS PLUS HOLDINGS, INC.		10/26/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5451700	OUR PROCESS REVOLVES AROUND YOU	
Registration Number:	5289000	PLUS GROUP	
Registration Number:	5320492	AUTOMATION PLUS	
Registration Number:	5338029	DESIGN BUILD PLUS	
Registration Number:	5170265	PROCESS PLUS	
Registration Number:	3801864	OUR PROCESS REVOLVES AROUND YOU.	
Registration Number:	2587505	PROCESS PLUS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180/83		
NAME OF SUBMITTER:	Spencer Simon		

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SIGNATURE:	/Spencer Simon/
DATE SIGNED:	10/27/2023
Total Attachments: 5 source=JPM - Salas - Trademark Security Agreement Process Plus Holdings Executed#page1.tif source=JPM - Salas - Trademark Security Agreement Process Plus Holdings Executed#page2.tif source=JPM - Salas - Trademark Security Agreement Process Plus Holdings Executed#page3.tif source=JPM - Salas - Trademark Security Agreement Process Plus Holdings Executed#page4.tif source=JPM - Salas - Trademark Security Agreement Process Plus Holdings Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of October 26, 2023, among PROCESS PLUS HOLDINGS, INC., an Ohio limited liability company (the “Grantor”) and JPMORGAN CHASE BANK, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of January 5, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among Salas O’Brien, Inc. (the “Borrower”), SOH Holdings, Inc., a Delaware corporation (“Holdings”, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent, (b) the Credit Agreement dated as of January 5, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the other Loan Parties from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent and (c) the Joinder to Pledge and Security Agreement, dated as of the date hereof, entered into by the Grantor and the other parties party thereto.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or any similar offices in any State, province or territory of the United States, Canada or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed and accepted, to the extent that, and solely during the period for which, any assignment of an “intent

to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including the United States trademark registrations and registration applications listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Release of Security Interest.* Upon the date on which all of the Secured Obligations have been Paid in Full in cash, the Administrative Agent shall, at the Grantor’s expense, execute and deliver to the Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantor, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

PROCESS PLUS HOLDINGS, INC., as Grantor

By: Darin Anderson
Name: Darin Anderson
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent



By: _____

Name: Di Li

Title: Vice President

SCHEDULE I

US Trademark Applications and Registrations

Mark	Owner	Application or Registration Number	Application or Registration Date	Granting Jurisdiction
OUR PROCESS REVOLVES AROUND YOU	PROCESS PLUS HOLDINGS, INC.	5451700	April 24, 2018	USA
PLUS GROUP	PROCESS PLUS HOLDINGS, INC.	5289000	September 19, 2017	USA
AUTOMATION PLUS	PROCESS PLUS HOLDINGS, INC.	5320492	October 31, 2017	USA
DESIGN BUILD PLUS	PROCESS PLUS HOLDINGS, INC.	5338029	November 21, 2017	USA
PROCESS PLUS	PROCESS PLUS HOLDINGS, INC.	5170265	March 28, 2017	USA
OUR PROCESS REVOLVES AROUND YOU.	PROCESS PLUS HOLDINGS, INC.	3801864	June 15, 2010	USA
PROCESS PLUS	PROCESS PLUS HOLDINGS, INC.	2587505	July 2, 2002	USA