

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victor Technology, LLC		12/05/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3919667	HAND-E-SACK	
Registration Number:	3575618	LOCK-N-SACK	
Registration Number:	4266562	O2TEACH	
Registration Number:	4220357	O2TEACH	
Registration Number:	4347293	ORGANIZE TO TEACH	
Registration Number:	5378097	SEAT SACK	
Registration Number:	4138027	STRAP-N-SACK	
Serial Number:	97767178	READ-N-GO	
Registration Number:	4435651	READ-N-GO!	
Registration Number:	5600300	TABLET TAKER	
Registration Number:	5626032	THE ORIGINAL SEAT SACK COMPANY	
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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 132810-14009)		

OP \$290.00 3919667

Address Line 1: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 132810-14009

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 12/06/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 5, 2023 is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Senior Secured Term Loan Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among VTI ACQUISITION, INC., a Delaware corporation (the "Initial Borrower" and "Holdings"), VICTOR TECHNOLOGY, LLC, an Illinois limited liability company (the "Successor Borrower" and together with the Initial Borrower, collectively, the "Borrower"), OFFICEMATE, LLC, an Illinois limited liability company ("Initial Guarantor"; and together with the Initial Borrower, the Successor Borrower and any other Person that becomes a party hereto as provided herein, the "Grantors"), the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, 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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. 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 Secured Obligations of the Grantor, hereby collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right in, to or under any Trademark, including those U.S. Trademark registrations and U.S. Trademark applications 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 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 the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the Liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. 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.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT ("WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

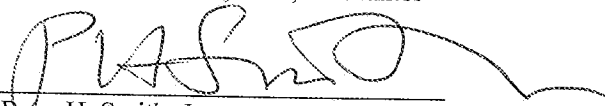
Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

VICTOR TECHNOLOGY, LLC, as Grantor

By



Name: Peter H. Smith, Jr.



Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT—VICTOR TECHNOLOGY, LLC]

TRADEMARK
REEL: 008280 FRAME: 0673

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APPLICATION No.	APPLICATION DATE	REGISTRATION No.	REGISTRATION DATE	LOAN PARTY
HAND-E-SACK	85075814	July 1, 2010	3919667	February 15, 2011	VICTOR TECHNOLOGY, LLC
<i>LOCK-N-SACK</i>	77512347	July 1, 2008	3575618	February 17, 2009	VICTOR TECHNOLOGY, LLC
<i>O2TEACH</i>	85372523	July 15, 2011	4266562	January 1, 2013	VICTOR TECHNOLOGY, LLC
<i>O2TEACH AND DESIGN</i> 	85372508	July 15, 2011	4220357	October 9, 2012	VICTOR TECHNOLOGY, LLC
<i>ORGANIZE TO TEACH</i>	85372487	July 15, 2011	4347293	June 4, 2013	VICTOR TECHNOLOGY, LLC
<i>SEAT SACK</i>	87465583	May 26, 2017	5378097	January 16, 2018	VICTOR TECHNOLOGY, LLC

<i>STRAP-N-SACK</i>	85372529	July 15, 2011	4138027	May 8, 2012	VICTOR TECHNOLOGY, LLC
<i>READ-N-GO</i>	97767178	January 25, 2023	PENDING	PENDING	VICTOR TECHNOLOGY, LLC
<i>READ-N-GO! AND DESIGN</i> 	85881352	March 20, 2013	4435651	November 19, 2013	VICTOR TECHNOLOGY, LLC
<i>TABLET TAKER</i>	87834181	March 14, 2018	5600300	November 6, 2018	VICTOR TECHNOLOGY, LLC
<i>THE ORIGINAL SEAT SACK COMPANY AND DESIGN</i> 	87834174	March 14, 2018	5626032	December 11, 2018	VICTOR TECHNOLOGY, LLC