

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATA COMPLIANCE SERVICES, LLC		12/06/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	NORTHCOAST MEZZANINE SBIC III, LP		
Street Address:	60 South Sixth Street		
Internal Address:	Suite 3550		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5103803	CREW ID	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	106109-00021		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	12/07/2023		
Total Attachments: 5			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF DECEMBER 6, 2023 BY NORTHCOAST MEZZANINE SBIC III, LP, A DELAWARE LIMITED PARTNERSHIP, AS SUBORDINATED CREDITOR IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) , dated as of December 6, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of NORTHCOAST MEZZANINE SBIC III, LP, a Delaware limited partnership (the “*Purchaser*”) under that certain Note Purchase Agreement (defined below).

WHEREAS, NATA COMPLIANCE SERVICES, LLC, a Florida limited liability company (“*Borrower*”), is a borrower under that certain Note Purchase Agreement dated as of the date hereof among Borrower, NATACS ACQUISITION, LLC, a Delaware limited liability company (“*Parent*”), the other Note Parties party thereto, and the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”).

WHEREAS, the Borrower and Parent are party to that certain Security Agreement of even date herewith in favor of the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest.** As security for the Obligations, each Grantor hereby grants to the Purchaser a continuing security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference.** Each Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the 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.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

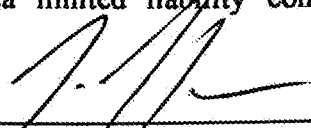
SECTION 5. **Senior Subordination Agreement.** Notwithstanding anything to the contrary contained herein, this Agreement and the rights, benefits and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and Purchaser, by Purchaser's acceptance hereof, agrees to be bound by the terms and provisions of the Senior Subordination Agreement.

[Remainder of page left intentionally blank.]

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

GRANTOR:

NATA COMPLIANCE SERVICES, LLC,
a Florida limited liability company, as Grantor

By:  _____

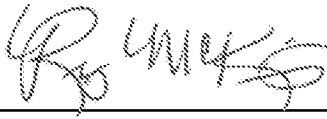
Name: Jiri Marousek

Title: Chief Executive Officer and President

Accepted:

NORTHCOAST MEZZANINE SBIC III, LP

By: NORTHCOAST MANAGEMENT III, LLC,
Its: General Partner

By:  _____

Name: Ryan McKinney

Title: Partner

EXHIBIT A

Owner	Registered Trademark	Registration Number	Property Covered	Date of Registration	Country of Registration	Expiration Date
NATA Compliance Services, LLC	CREW ID	5103803	Computer hardware and software for creating secure, verifiable identification credentials in the nature of encoded identity cards for the aviation industry.	December 20, 2016	U.S.	December 20, 2026