

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONSOLIDATED SMART SYSTEMS, LLC		12/15/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WOODFOREST NATIONAL BANK, as administrative agent		
<b>Street Address:</b>	P.O. Box 7889		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77387-7889		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98169003	SMARTAIRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	87714.2		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		
<b>DATE SIGNED:</b>	12/20/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2023 (the “Trademark Security Agreement”), is by CONSOLIDATED SMART SYSTEMS, LLC, a California limited liability company (“Grantor”), in favor of WOODFOREST NATIONAL BANK, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other Debtor party thereto, and Woodforest National Bank, as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (a) the trademark application set forth in Schedule 1, together with any renewals or extensions thereof;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other Trademark rights therein (as defined under the Security Agreement);
- (d) all rights of Grantor to use and/or sell any of the foregoing; and
- (e) the portion of the business to which each trademark pertains, in each case constituting Collateral.

2. Security Agreement. This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark 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.

3. Governing Law. This Trademark Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of New York.

4. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Signatures On Following Page]

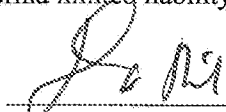
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

**GRANTOR:**

**CONSOLIDATED SMART SYSTEMS, LLC,**  
a California limited liability company

By:

  
\_\_\_\_\_

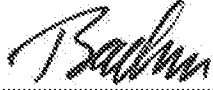
Name: Darren Rish

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WOODFOREST NATIONAL BANK

By:



.....  
Name: Timothy Sackson

Title: Senior Vice President

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

**TRADEMARK APPLICATIONS**

U.S. Serial No. 98169003 (“SMARTAIRA”), owned by Consolidated Smart Systems, LLC.