# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM865434

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900817340

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DATA PHYSICS CORPORATION		11/22/2023	Corporation: DELAWARE
TEAM CORPORATION		11/22/2023	Corporation: WASHINGTON

#### **RECEIVING PARTY DATA**

Name:	MIZZEN CAPITAL, LP		
Street Address:	488 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	5700785	LING
Registration Number:	1565635	SIGNALCALC
Registration Number:	3416512	SIGNALFORCE
Registration Number:	2235476	THE CUBE

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	01/03/2024

**Total Attachments: 4** 

TRADEMARK REEL: 008304 FRAME: 0295

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TRADEMARK REEL: 008304 FRAME: 0296 NOTICE

OF

#### **GRANT OF SECURITY INTEREST**

IN

#### **TRADEMARKS**

United States Patent and Trademark Office

Trademark No.

Ladies and Gentlemen:

Please be advised that pursuant to the Loan and Security Agreement dated as of November 22, 2023 (as the same may be amended, modified, extended or restated from time to time, the "Loan Agreement"), by and between the Loan Parties party thereto (each a "Loan Party" and collectively, the "Loan Parties") and Mizzen Capital, LP, as Agent (the "Agent") for the holders of the Obligations referenced therein, the undersigned Loan Parties have granted a continuing security interest in and a right to set off against the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations:

#### TRADEMARKS

<u>Description of</u> Trademark Item

<u>Trademark Item</u> <u>Date of Trademark</u>

See Schedule 1 attached hereto

#### TRADEMARK APPLICATIONS

Trademark Applications No.

Description of

Trademark Applied for

Date of Trademark Applications

See Schedule 1 attached hereto

GOVERNING LAW. THIS 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 AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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TRADEMARK REEL: 008304 FRAME: 0297 The undersigned Borrowers and the Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

## DATA PHYSICS CORPORATION,

a Delaware corporation

Name: Michael Moritz

Title: President and Chief Executive Officer

TEAM CORPORATION,

a Washington corporation

Name: Michael Moritz

Title: President and Chief Executive Officer

Acknowledged and Accepted:

MIZZEN CAPITAL, LP

By: MIZZEN CAPITAL GP, LLC

Its: General Partner

By:\_\_\_\_\_

Name: Elizabeth H. Karter Title: Managing Partner

[Signature Page to Notice of Grant of Security Interest in Trademarks]

The undersigned Borrowers and the Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

## DATA PHYSICS CORPORATION.

a Delaware corporation

By:\_\_\_\_\_ Name: Michael Moritz

Title: President and Chief Executive Officer

## TEAM CORPORATION,

a Washington corporation

By:

Name: Michael Moritz

Title: President and Chief Executive Officer

Acknowledged and Accepted:

### MIZZEN CAPITAL, LP

By: MIZZEN CAPITAL GP, LLC

Its: General Partner

By: Zhan H. Karter

Name: Elizabeth H. Karter

Title: Managing Partner

## Schedule 1

# **Trademark Registration**

Loan Party	Country	Mark	Reg. No.	Reg. Date
Data Physics Corporation	USA	LING	5700785	March 19, 2019
Data Physics Corporation	USA	SIGNALCALC	1565635	November 14, 1989
Data Physics Corporation	USA	SIGNALFORCE	3416512	April 29, 2008
Team Corporation	USA	"THE CUBE"	2235476	March 23, 1999

# **Trademark Applications:**

None.

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**RECORDED: 11/29/2023** 

TRADEMARK REEL: 008304 FRAME: 0300