

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyLogic Systems, LLC		01/19/2024	Limited Liability Company: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4375691	KEYLOGIC UNLOCK & EMPOWER	
Registration Number:	4375655	YOUR PEOPLE. YOUR DATA. YOUR ORGANIZATIO	
Registration Number:	4375659	UNLOCK & EMPOWER	
Registration Number:	4375660	KEYLOGIC	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1135397-0145-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	01/22/2024		
Total Attachments: 5			
source=S1 (KeyLogic Joinder) - IPSA - Trademark Security #page1.tif			

CH \$115.00 4375691

source=S1 (KeyLogic Joinder) - IPSA - Trademark Security #page2.tif
source=S1 (KeyLogic Joinder) - IPSA - Trademark Security #page3.tif
source=S1 (KeyLogic Joinder) - IPSA - Trademark Security #page4.tif
source=S1 (KeyLogic Joinder) - IPSA - Trademark Security #page5.tif

TRADEMARK SECURITY AGREEMENT

January 19, 2024

TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) among **KEYLOGIC SYSTEMS, LLC** (herein referred to as the “**Grantor**”) and **TRUIST BANK** (herein referred to as the “**Grantee**”).

WHEREAS, the Grantor owns the Trademark Collateral (as defined below);

WHEREAS, OCM System One Buyer CTB, LLC. (the “**Borrower**”), the Lenders party thereto, and Truist Bank, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 2, 2021 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 2, 2021, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Truist Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by any Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

Each Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

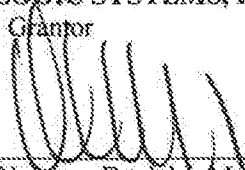
Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

* * * * *

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

KEYLOGIC SYSTEMS, LLC,
as Grantor

By:


Name: Daniel J. Moran

Title: Chief Financial Officer

Acknowledged:

TRUIST BANK,
as Collateral Agent

By:

.....
Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008322 FRAME: 0779

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

KEYLOGIC SYSTEMS, LLC,
as Grantor

By:

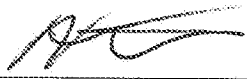
Name:

Title:

Acknowledged:

TRUIST BANK,
as Collateral Agent

By:



Name: William Rutkowski



Title: Director

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

U.S. Trademark Registrations:

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner
KEYLOGIC UNLOCK & EMPOWER and Design  KEYLOGIC <small>unlock & empower</small>	85799691	12/11/2012	4375691	7/30/2013	Keylogic Systems, LLC
YOUR PEOPLE. YOUR DATA. YOUR ORGANIZATION. YOUR CAREER. YOUR SUCCESS.	85797744	12/7/2012	4375655	7/30/2013	Keylogic Systems, LLC
UNLOCK & EMPOWER	85797920	12/7/2012	4375659	7/30/2013	Keylogic Systems, LLC
KEYLOGIC and Design  KEYLOGIC	85797921	12/7/2012	4375660	7/30/2013	Keylogic Systems, LLC

U.S. Trademark Applications:

None.