

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABCOM Technology Group Inc.		11/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as agent		
Street Address:	225 West Washington St 9TH FL		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606-2418		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7108261	SMARTSOURCE TECHNOLOGIES	
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:	2028576000		
Email:	tmdocket@afslaw.com		
Correspondent Name:	ArentFox Schiff LLP		
Address Line 1:	1717 K Street, N.W.		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	404926.00031		
NAME OF SUBMITTER:	Amy McFarland		
SIGNATURE:	/Amy McFarland/		
DATE SIGNED:	02/01/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)

WHEREAS, ABCOM Technology Group Inc., a Delaware corporation (herein called “**Grantor**”), owns certain Trademarks (as defined in the Security Agreement (as defined below)); and

WHEREAS, (i) ABCOM Technology Holding Corp, a Delaware corporation (“**Holdings**”), as a Guarantor, (ii) ABCOM Technology Group Inc., a Delaware corporation (“**ABCOM**”), RAPC Holding Company, a Delaware corporation (“**RAPC Holding**”), Rent-a-PC, Inc., a New York corporation (“**RAPC**”), CR Acquisition Corp., a California corporation (“**CRA**”), CRE Rental Corp., a California corporation (“**CRE**”, together with ABCOM, RAPC Holding, RAPC, CRA and each other Person who joins in the execution of the Credit Agreement after the Closing Date as a “**Borrower**” thereunder pursuant to and in accordance with the provisions thereof, collectively, the “**Borrowers**” and each individually, a “**Borrower**”), (iii) the other Guarantors party from time to time to the Credit Agreement, (iv) Alter Domus (US) LLC, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), (v) the lenders from time to time party thereto, and (vi) PGIM, Inc., in its capacity as lead lender representative, sole bookrunner and lead arranger have entered into a Credit Agreement, dated as of March 28, 2023 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 28, 2023, made by Holdings, the Borrowers, Grantor and certain other affiliates of Grantor (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor’s right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) the Trademark listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, such Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would (i) constitute or result in the abandonment, cancellation, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

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

ABCOM TECHNOLOGY GROUP INC.,
a Delaware corporation

DocuSigned by:

Scott Brachmann

By: _____

Name: Scott Brachmann

Title: Chief Financial Officer

Date: November 29, 2023

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008335 FRAME: 0150

Acknowledged:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008335 FRAME: 0151

Schedule 1

Trademarks

Grantor	Registration or Application No. (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
ABCOM Technology Group Inc.	7108261	July 11, 2023	United States	SMARTSOURCE TECHNOLOGIES