Assignment ID: TMI20927

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nelson Technologies, LLC		02/09/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	CCP Agency, LLC, as Administrative Agent		
Street Address:	525 Okeechobee Boulevard, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86639794	N NELSON TECHNOLOGIES

CORRESPONDENCE DATA

3129021061 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.

Phone: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	Raquel Haleem	
DATE SIGNED:	02/12/2024	

Total Attachments: 5

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> TRADEMARK REEL: 008342 FRAME: 0603

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 9, 2024 (this "**Trademark Security Agreement**"), by Nelson Technologies, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of CCP Agency, LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Security Agreement dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor, (including, without limitation, the Trademarks of such Grantor listed on Schedule I attached hereto):

- a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I attached hereto; and
 - b) the right to obtain all renewals thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 8.16 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge,

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and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. The terms of Sections 9.03 and 9.09 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

TRADEMARK REEL: 008342 FRAME: 0605 IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NELSON TECHNOLOGIES, LLC, a Delaware

limited liability company

Rv. Christopher H. Gibson

Name: Christopher H. Gibson

-DocuSigned by:

Title: Vice President

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Acknowledged and agreed:

CCP AGENCY, LLC, as Administrative Agent

By: Comvest Capital Advisors LLC, its sole Member

Greg Reynolds Ву:

Name: Greg Reynolds

Title: Partner

SCHEDULE I

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Trademark Registrations:

Mark/Name	Application Number	Application Date	Registration Number	Registration Date
N NELSON TECHNOLOGIES	86639794	5/22/15	4925978	3/29/16

Trademark Applications:

None.

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RECORDED: 02/12/2024