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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI59646
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wescott Technologies, LLC		02/27/2024	Limited Liability Company: GEORGIA
ProComputing, LLC		02/27/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	Truist Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road 6th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: NORTH CAROLINA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	86111929	JUSTAND	
Serial Number:	87184739	LOCKSTEP	

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

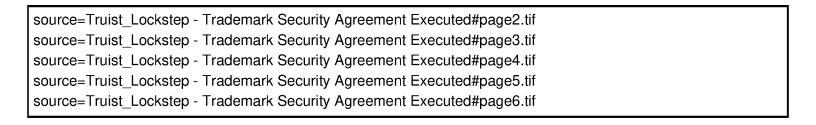
ATTORNEY DOCKET NUMBER:	52990.515231
NAME OF SUBMITTER:	Angela Olchaskey
SIGNATURE:	Angela Olchaskey
DATE SIGNED:	02/28/2024

Total Attachments: 6

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TRADEMARK REEL: 008357 FRAME: 0090

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2024, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Truist Bank, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 27, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among LOCKSTEP HOLDINGS, LLC, a Delaware limited liability company ("Lockstep"), BRIDGETEK SOLUTIONS LLC, a South Carolina limited liability company ("BridgeTek"), WESCOTT TECHNOLOGIES, LLC, a Georgia limited liability company ("Wescott"), TRANSFORMYX, LLC, a Louisiana limited liability company ("Transformyx"), PROCOMPUTING HOLDINGS, LLC, a Delaware limited liability company ("ProComputing Holdings"), PROCOMPUTING, LLC, a Delaware limited liability company ("ProComputing"), and PROCOMPUTING SERVICES, LLC, a Delaware limited liability company ("ProComputing Services"), as Borrowers, the Lenders from time to time party thereto, TRUIST BANK, as Administrative Agent for the Lenders, and as Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than any Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of February 27, 2024, in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent, for the benefit of the Secured Parties, and grants to Collateral

Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a

facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

WESCOTT TECHNOLOGIES, LLC

as Grantor

Name: Mahendran Jawaharlal

Title: Authorized Person

PROCOMPUTING, LLC

as Grantor

Name: Mahendran Jawaharlal

Title: Authorized Person

Signature Page to Trademark Security Agreement

TRADEMARK

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ACCEPTED AND AGREED as of the date first above written:

TRUIST BANK as Collateral Agent

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	SERIAL NO.	FILE DATE	OWNER
LOCKSTEP	87184739	09/27/2016	Wescott Technologies,
	0.6111020	11/07/2012	LLC
Justand	86111929	11/06/2013	ProComputing, LLC

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.

TRADEMARK REEL: 008357 FRAME: 0097

RECORDED: 02/28/2024