

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDCUS Inc.		03/15/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	CHURCHILL AGENCY SERVICES LLC		
Street Address:	375 Park Avenue		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5492885	IDCUS PLANNERS ENGINEERS MANAGERS	
Registration Number:	5299438	IDCUS PLANNERS, ENGINEERS, MANAGERS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723117		
Email:	AQuinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	Alanna Quinn		
DATE SIGNED:	03/15/2024		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made as of March 15, 2024, by IDCUS INC., a Texas corporation (the “**Grantor**”) in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and permitted assigns in such capacity, the “**Grantee**”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of 15, 2024 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the United States Trademarks (other than any “intent-to-use” application for registration of a Trademark for which no “Statement of Use” or “Amendment to Allege Use” has been filed and accepted), together with the goodwill of the business symbolized by the Trademarks owned by the Grantor, including those Trademarks set forth on Schedule A hereto (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or the perfection, and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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 set forth above.

IDCUS INC., a Texas corporation, as
Grantor

By: *Douglas Lake*
Name: Douglas T. Lake, Jr.
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008370 FRAME: 0657

ACKNOWLEDGED AND AGREED

as of the date first written above:

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent

By: *Jill White*
Name: Jill White
Title: Managing Director



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008370 FRAME: 0658

Schedule A

To

Trademark Security Agreement

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
IDCUS Inc.	 IDCUS PLANNERS • ENGINEERS • MANAGERS	87169924	2016-09-13	5492885	2018-06-12
IDCUS Inc.	 IDCUS PLANNERS • ENGINEERS • MANAGERS	87169977	2016-09-13	5299438	2017-10-03