

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117745

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|---|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avante Mezzanine Partners SBIC, L.P. | | 10/23/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Broom Properties South, LLC | | |
| Street Address: | 11 Royal Palm Point | | |
| Internal Address: | PH East | | |
| City: | Vero Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32960 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2240521 | AMWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4693917485 | | |
| <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: | (469)391-7400 | | |
| Email: | sehaines@sheppardmullin.com, IPDocketingTM@sheppardmullin.com | | |
| Correspondent Name: | Anushna Das | | |
| Address Line 1: | 2200 Ross Avenue | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 86YE-364693 | | |
| NAME OF SUBMITTER: | SETH HAINES | | |
| SIGNATURE: | SETH HAINES | | |
| DATE SIGNED: | 03/25/2024 | | |
| Total Attachments: 6 | | | |
| source=Assignment of Interest in AMWARE - Avante Mezzanine Partners SBIC, L.P. to Broom Properties South, | | | |

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OMNIBUS ASSIGNMENT AND COLLATERAL AGENT RESIGNATION

This Omnibus Assignment and Collateral Agent Resignation (this “Omnibus Assignment”) is executed and delivered on this 23rd day of October, 2017 (the “Effective Date”) by and between (i) Avante Mezzanine Partners SBIC, L.P., a Delaware limited partnership (“Avante”), as an exiting Lender and in its capacity as resigning Collateral Agent (in such capacity, the “Assignor Collateral Agent”), (ii) Broom Properties South, LLC, Runnymede Investments, LLC and Michael J. Broom, Trustee of The Michael J. Broom Revocable Trust, each as a new Lender (collectively, the “New Lenders”), (iii) Broom Properties South, LLC, in its capacity as new Collateral Agent (in such capacity, the “Assignee Collateral Agent”), (iv) the undersigned Borrowers under the Loan Agreement described below, and (v) solely for purposes of Section 6 hereof, Capital Southwest Corporation, in its capacity as agent and sole lender pursuant to the Senior Debt Documents (as defined in the Loan Agreement referred to below) (in such capacity, the “Senior Creditor Agent”).

RECITALS:

A. Assignor Collateral Agent, as existing collateral agent pursuant to that certain Amended and Restated Senior Subordinated Loan Agreement, dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Loan Agreement”; capitalized terms used herein without definition are used as defined in the Loan Agreement), among the undersigned Borrowers, the Lenders from time to time parties thereto, and the Assignor Collateral Agent, is party to certain security, guaranty and pledge agreements entered into in connection with the Loan Agreement, including, without limitation, those described on Schedule A attached hereto (collectively, the “Assigned Security Agreements”).

B. Effective as of the date hereof, Assignor Collateral Agent wishes to resign as collateral agent and contemporaneously herewith, the Assignee Collateral Agent shall be appointed as the successor collateral agent under the Loan Agreement.

C. In connection therewith, Assignor Collateral Agent desires to transfer and assign, without recourse to Assignor Collateral Agent, all of Assignor Collateral Agent’s right, title and interest as collateral agent in, to and under, the Assigned Security Agreements; and Assignee Collateral Agent desires to accept, without recourse to Assignor Collateral Agent, such transfer and assignment of Assignor Collateral Agent’s right, title and interest as collateral agent in, to and under, the Assigned Security Agreements and to have the benefit of all such collateral agent rights with respect to the Assigned Security Agreements.

NOW, THEREFORE, it is hereby agreed as follows:

1. Assignor Collateral Agent hereby resigns as Collateral Agent under the Loan Agreement, with such resignation effective immediately after the effectiveness of that certain Assignment and Assumption (the “Loan Assignment”) of even date herewith by and between Avante, the New Lenders, Ultimate Parent and the Borrowers, a correct and complete copy of which is attached hereto as Exhibit I. Effective immediately upon such resignation, the parties hereto hereby acknowledge that the Assignor Collateral Agent is discharged from all of its duties and obligations as the Collateral Agent under the Loan Agreement and the other Financing Agreements, provided, that the provisions of Article 6 and Sections 11.2, 11.9, 11.15 and 11.17 of the Loan Agreement and any other exculpatory, expense reimbursement and/or indemnification provisions under the Loan Agreement and the other Financing Agreements shall continue to be in effect for the benefit of the Assignor Collateral Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the Assignor Collateral Agent was acting as Collateral Agent.

2. Effective immediately upon the effectiveness of the Loan Assignment and the resignation of the Assignor Collateral Agent as set forth in Section 1 hereof, the New Lenders hereby appoint the Assignee Collateral Agent to serve as Collateral Agent pursuant to the Loan Agreement and the other Financing Agreements (including in the capacity as a notice agent for the Lenders under the Intercreditor Agreement and the Revolving Intercreditor Agreement).

3. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, effective immediately upon its resignation as set forth in Section 1 hereof, Assignor Collateral Agent does hereby assign and transfer, without recourse, representations or warranties, to Assignee Collateral Agent, all Assignor Collateral Agent's right, title and interest as Collateral Agent in, to and under, all of the Assigned Security Agreements. For the avoidance of doubt, Assignee Collateral Agent and each Borrower hereby acknowledges and agrees that the assigned interest under this Omnibus Assignment does not assign or transfer any rights or interests in respect of the Equity Documents, the Avante Fee Letter (as defined in the Loan Assignment) or the Avante Expense Reimbursements (as defined in the Loan Assignment).

4. Assignor Collateral Agent further agrees to deliver or cause to be delivered to the Assignee Collateral Agent (i) each original stock certificate, and any other original pledged instrument previously delivered by the Borrowers or any other pledgor or guarantor to the Assignor Collateral Agent as Collateral pursuant to the Financing Agreements and (ii) at the sole expense of the Borrowers, such other collateral amendments or assignments as the Assignee Collateral Agent may reasonably request to assign to Assignee Collateral Agent, as successor Collateral Agent, all Liens and security interests (if any) in the Collateral granted to the Assignor Collateral Agent under the Loan Agreement and the other Financing Agreements.

5. The Borrowers hereby consent for all purposes under the Loan Agreement to the resignation of the Assignor Collateral Agent and the appointment of the Assignee Collateral Agent. The Borrowers hereby acknowledge and agree that Assignee Collateral Agent is a transferee and assignee of Assignor Collateral Agent under each of the Assigned Security Agreements and, therefore, such Assigned Security Agreements shall be binding upon and shall be for the benefit of the Assignee Collateral Agent, as Collateral Agent for the benefit of the Lenders.

6.



7. THIS OMNIBUS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK

GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

8. This Omnibus Assignment and the Loan Assignment contains the entire agreement among the parties hereto with respect to the subject matter hereof. This Omnibus Assignment may be amended only by a written consent signed by the parties hereto.

9. Delivery of an executed counterpart of a signature page of this Omnibus Assignment by facsimile or in electronic format (e.g., "pdf," "tif" or similar file formats) shall be effective as delivery of a manually executed counterpart of this Omnibus Assignment. This Omnibus Assignment may be executed in any number of counterparts and by the parties hereto 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 Omnibus Assignment.

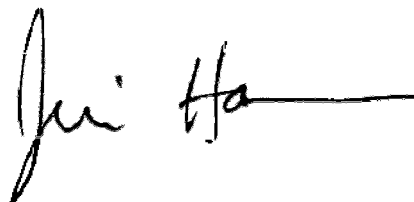
10. IN CONSIDERATION OF THE FOREGOING, BY THEIR EXECUTION OF THE ACKNOWLEDGMENT AND AGREEMENT HERETO, EFFECTIVE IMMEDIATELY UPON THE EFFECTIVENESS OF THE LOAN ASSIGNMENT AND THE RESIGNATION OF THE ASSIGNOR COLLATERAL AGENT AS SET FORTH IN SECTION 1 HEREOF, EACH BORROWER, IN EACH CASE, ON BEHALF OF ITS RESPECTIVE SUCCESSORS, ASSIGNS AND PRESENT AND FUTURE EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS AND AFFILIATES, HEREBY ABSOLUTELY, FULLY, UNCONDITIONALLY, AND IRREVOCABLY, RELEASES, RELIEVES, ABSOLVES, ACQUITS, AND DISCHARGES AVANTE AND ITS AFFILIATES AND EACH OF THEIR PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, EQUITY HOLDERS, AGENTS, AFFILIATES, REPRESENTATIVES AND ADVISORS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, DEBTS, OBLIGATIONS, SETTLEMENTS AND DEMANDS OF ANY NATURE WHATSOEVER, PRESENT AND FUTURE, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, ARISING ON OR PRIOR TO THE DATE HEREOF UNDER OR IN CONNECTION WITH THIS OMNIBUS ASSIGNMENT, THE LOAN ASSIGNMENT, THE LOAN AGREEMENT, ANY OF THE OTHER FINANCING AGREEMENTS, THE EQUITY DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED BY ANY OF THE FOREGOING.

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ASSIGNOR COLLATERAL AGENT:

AVANTE MEZZANINE PARTNERS SBIC, L.P.

By: AVANTE MEZZANINE PARTNERS SBIC,
LLC, its General Partner

A handwritten signature in black ink, appearing to read "Jeri Harman", with a horizontal line extending to the right from the end of the signature.

By: _____
Name: Jeri Harman
Title: Managing Partner & CEO

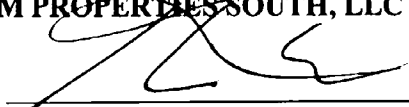
(signatures continued)

[SIGNATURE PAGE TO OMNIBUS ASSIGNMENT AND COLLATERAL AGENT RESIGNATION]

TRADEMARK
REEL: 008378 FRAME: 0996

NEW LENDERS:

BROOM PROPERTIES SOUTH, LLC

By: 
Name: Thomas P. Broom
Title: Manager


RUNNYMEDE INVESTMENTS, LLC

By: _____
Name: Christopher J. Broom, Jr.
Title: Manager

**Dr. Michael J. Broom, Trustee of the Michael J.
Broom Revocable Trust**

ASSIGNEE COLLATERAL AGENT:

BROOM PROPERTIES SOUTH, LLC

By: 
Name: Thomas P. Broom
Title: Manager

(signatures continued)

SCHEDULE A

1. [REDACTED]
2. [REDACTED]
3. Collateral Assignment of Trademarks, dated as of July 29, 2016, by Amware Fulfillment LLC in favor of the Collateral Agent with respect to the registered trademark (wordmark) "Amware" (registration no. 2240521).
4. [REDACTED]