

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STACI CORP		08/14/2019	Corporation: DELAWARE
VEXOS, INC.		08/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES, LLC.		
Street Address:	810 Seventh Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4868275	VEXOS	
Registration Number:	4225397	STACI	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	(214) 939-4804		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	694739.0026		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	08/14/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT OF SECURITY

August 14, 2019

WHEREAS, STACI CORP., a Delaware corporation ("Staci") and VEXOS, INC., a Delaware corporation ("Vexos" and together with Staci, the "Grantors", and each a "Grantor") owns the marks shown under each Grantor's name in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors are obligated to Lenders as defined in the Term Loan Agreement (as defined below) and BRIGHTWOOD LOAN SERVICES, LLC ("BW"), as administrative and collateral agent for Lenders (BW, in such capacities, the "Agent") pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof, among Agent, Lenders, Grantors and the other parties named therein (as may be amended, modified, restated or supplemented from time to time, the "Term Loan Agreement"); and

WHEREAS, pursuant to the Term Loan Agreement, each Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in Grantor's Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Term Loan Agreement and in accordance with the terms and provisions thereof.

Each Grantor grants Agent a power-of-attorney, irrevocable so long as the Term Loan Agreement is in existence, to modify the attached Schedule A to include any future trademarks, including trademark registrations or applications appurtenant covered by the Term Loan Agreement.

Schedule A hereto contains a true and accurate list of all of each Grantor's United States Patent and Trademark Office registrations and applications for registration of the Marks existing as of the date hereof.

If there is any conflict between this document and the Term Loan Agreement, the terms of the Term Loan Agreement shall govern. This document and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

This document may executed be in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all


such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[Signature page follows]


Grantors expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Term Loan Agreement.

Dated as of the first date written above.

STACI CORP.


By: 
Name: Paul Jona
Title: President and CEO

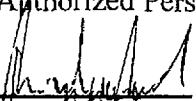
VEXOS, INC.

By: 
Name: Paul Jona
Title: President and CEO

[Signature Page to Trademark Assignment of Security]

BRIGHTWOOD LOAN SERVICES, LLC, as Agent

By: 
Name : Damien Dwin
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

[Signature Page to Trademark Assignment of Security]

TRADEMARK
REEL: 006720 FRAME: 0448

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 14, 2019, by and by and among STACI CORP., VEXOS, INC. and BRIGHTWOOD LOAN SERVICES, LLC, as Agent.

GRANTOR	REGISTRATION NO.	SERIAL NUMBER	REGISTRATION DATE	MARK
VEXOS, INC.	4868275	86492262	12/08/2015	VEXOS
STACI CORP.	4225397	85564444	10/16/2012	STACI

Schedule A