

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment of Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEXOS, INC.		08/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4868275	VEXOS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	/ted mulligan/		
DATE SIGNED:	08/16/2019		
Total Attachments: 5			
source=PNC-Staci-Trademark Security Agreement to be filed with USPTO_0001 (1)#page1.tif			
source=PNC-Staci-Trademark Security Agreement to be filed with USPTO_0001 (1)#page2.tif			
source=PNC-Staci-Trademark Security Agreement to be filed with USPTO_0001 (1)#page3.tif			
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source=PNC-Staci-Trademark Security Agreement to be filed with USPTO_0001 (1)#page5.tif			

OP \$40.00 4868275

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VEXOS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as Agent

Internal _____

Address: _____

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 14, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Leslie Kirsner c/o Hahn & Hessen LLP

Internal Address: _____

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7434

Fax Number: 212-478-7400

Email Address: Lkirsner@hahnhausen.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

August 15, 2019

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK ASSIGNMENT OF SECURITY

August 14, 2019

WHEREAS, VEXOS, INC. (formerly known as CLP ST INC.), a Delaware corporation ("Grantor"), owns the marks shown under 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, Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively with PNC, "Lenders") and PNC as agent for Lenders (together with its successors and assigns, in such capacity, "Agent") pursuant to a certain Second Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof, among Agent, Lenders, Grantor and the other parties named therein (as may be amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, 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, 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 Loan Agreement and in accordance with the terms and provisions thereof.

Grantor grants Agent a power-of-attorney, irrevocable so long as the 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 Loan Agreement.

If there is any conflict between this document and the Loan Agreement, the terms of the 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.

Grantor expressly acknowledges and affirms 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 Loan Agreement.

Dated as of the first date written above.

VEXOS, INC.

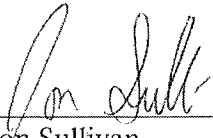
By:  _____

Name: Paul Jona

Title: President and CEO

[Signature Page to Trademark Assignment of Security]

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Jon Sullivan
Title: Vice President

[Signature Page to Trademark Assignment of Security]

TRADEMARK
REEL: 006721 FRAME: 0937

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 14, 2019, by and by and among VEXOS, INC. and PNC BANK, NATIONAL ASSOCIATION, as Agent.

GRANTOR	REGISTRATION NO.	APPLICATION NUMBER	REGISTRATION DATE	MARK
VEXOS, INC.	4868275	86492262	12/08/2014	VEXOS

Schedule A