

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACK DIAMOND ADVANCED TECHNOLOGY, LLC		02/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5079940	TIC BUTTON	
Registration Number:	4805622	FAC-UTILITY	
Registration Number:	4819957	FAC-MESSAGE EMULATOR	
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:	800-713-0755		
Email:	Alesha.Wright@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Christopher L. Cook		
SIGNATURE:	/Christopher L. Cook/		
DATE SIGNED:	04/08/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”), dated as of February 7, 2020, is made by BLACK DIAMOND ADVANCED TECHNOLOGY, LLC, a Delaware limited liability company (f/k/a BDATech Acquisition LLC) (“**Grantor**”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION (“**Secured Party**”).

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of February 3, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or

inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.


6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Name: Cindy S. Jamloziak
Title: Director

GRANTOR

BLACK DIAMOND ADVANCED
TECHNOLOGY, LLC

By: _____
Name: David Brand
Title: Chief Financial Officer

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: _____
Name: Cindy S. Jamroziak
Title: Director

GRANTOR

BLACK DIAMOND ADVANCED
TECHNOLOGY, LLC

By:  _____
Name: David Brand
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006911 FRAME: 0034

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration #	Issue Date	Owner
TIC BUTTON	5079940	November 8, 2016	Black Diamond Advanced Technology, LLC
FAC-UTILITY	4805622	September 1, 2015	Black Diamond Advanced Technology, LLC
FAC-MESSAGE EMULATOR	4819957	September 22, 2015	Black Diamond Advanced Technology, LLC