

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerasis, Inc.		06/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5454803	CORTIGO	
Registration Number:	3054551	CERASIS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128192671		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Adam Burstain/WHITE & CASE LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1183337-0006-BX32		
NAME OF SUBMITTER:	Adam Burstain		
SIGNATURE:	/Adam Burstain/		
DATE SIGNED:	06/29/2020		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among JPMorgan Chase Bank, N.A., as First Lien Credit Agreement Collateral Agent, Cortland Capital Market Services LLC, as Second Lien Credit Agreement Collateral Agent, and acknowledged and agreed to by GlobalTranz Enterprises LLC, as the Borrower, Sedona Intermediate Inc. and the other Obligors from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 29, 2020, (this “Agreement”), by Cerasis, Inc., a Delaware corporation, (the “Grantor”) in favor of Cortland Capital Market Services LLC (“Cortland”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined in Credit Agreement (as defined below)) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by and among, *inter alios*, GlobalTranz Enterprises LLC, a Delaware limited liability company, as the Borrower, Sedona Intermediate Inc., a Delaware corporation, as Holdings, the Lenders from time to time party thereto and Cortland in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CERASIS, INC.

By: 
Name: Jeffrey Simmons
Title: Secretary

[Signature Page to 2L IP Security Agreement]

TRADEMARK
REEL: 006981 FRAME: 0579

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Cerasis, Inc.	5454803	CORTIGO
Cerasis, Inc	3054551	CERASIS

TRADEMARK APPLICATIONS

None.