

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPLYWORKS LTD.		09/11/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	100 South Wacker Drive, Floor 18		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86867499	ACTIVE COMPLIANCE MONITOR	
Serial Number:	77874532	COMPLYWORKS	
Serial Number:	77874567		
Serial Number:	88833944	GET READY TO WORK	
Serial Number:	77874586	GET READY TO WORK	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	38263-011		
NAME OF SUBMITTER:	Daniel C. Pollick		
SIGNATURE:	/Daniel C. Pollick/		
DATE SIGNED:	10/02/2020		

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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 11, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GOLUB CAPITAL MARKETS LLC (“*Golub*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 14, 2019, as amended pursuant to that First Incremental Amendment to Credit Agreement dated as of August 12, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) PROJECT POWER INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), (ii) PROJECT POWER BUYER, LLC, a Delaware limited liability company (the “*Borrower*”), (iii) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (iv) Golub, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of May 14, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

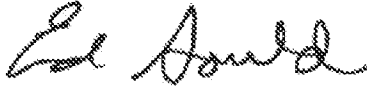
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPLYWORKS LTD., as a Grantor

By: 

Name: Ed Gould

Title: Chief Financial Officer and Secretary

By: _____

Name: _____

Title: _____

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:  _____

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Complyworks LTD.	ACTIVE COMPLIANCE MONITOR	86867499	Jan. 06, 2016	5211088	May 23, 2017
ComplyWorks Ltd.	COMPLYWORKS	77874532	Nov. 17, 2009	3885093	Dec. 07, 2010
ComplyWorks Ltd.	Miscellaneous Design	77874567	Nov. 17, 2009	3882350	Nov. 30, 2010
ComplyWorks Ltd.	GET READY TO WORK	88833944	Mar. 13, 2020		
Complyworks LTD.	GET READY TO WORK and Design	77874586	Nov. 17, 2009	3882351	Nov. 30, 2010