

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TATE, Incorporated		05/24/2021	Corporation: MARYLAND
CENTRA Technology, Inc.		05/24/2021	Corporation: MARYLAND
Delta Bridge, Inc.		05/24/2021	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	900 W Trade Street
Internal Address:	NC1-026-06-09 (MacLegal)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3817065	TATE INCORPORATED
Registration Number:	3802596	ITATE-SOLUTIONS
Registration Number:	4056844	TATE
Registration Number:	4016289	ENGINEERED SURVIVAL
Registration Number:	4056845	TATE INCORPORATED
Registration Number:	3939053	TATE
Registration Number:	2951012	TATE INCORPORATED
Registration Number:	5622858	ASPEN
Registration Number:	5638633	COPPER SKY
Registration Number:	5098994	DELTA BRIDGE
Registration Number:	5098995	DELTA BRIDGE
Registration Number:	5456581	FLYTRAP
Registration Number:	5098996	M
Registration Number:	5257162	MM
Registration Number:	5098997	MOBILE MOAT

OP \$665.00 3817065

Property Type	Number	Word Mark
Registration Number:	5441594	PEAR BOX
Registration Number:	3963235	TATE, INCORPORATED
Registration Number:	5175239	TATE INCORPORATED
Registration Number:	6076580	SMARTGEO
Registration Number:	2916096	TRUSTED AGENT FOR TRAINING AND EDUCATION
Registration Number:	2916094	TRUSTED AGENT FOR TECHNOLOGY AND ENGINEE
Registration Number:	3817063	TATE
Registration Number:	3616032	TRAIN, ENDURE, SURVIVE.
Registration Number:	3615831	DON'T FIGHT FOR SURVIVAL, TRAIN FOR IT.
Serial Number:	88913675	BOXR
Serial Number:	88913665	BOXR

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/24/2021

Total Attachments: 8

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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of May 24, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Trademarks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

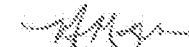
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TATE, INCORPORATED

By: 
Name: Mark Monroe
Title: Treasurer

CENTRA TECHNOLOGY, INC.

By: 
Name: Mark Monroe
Title: Treasurer and Chief
Financial Officer

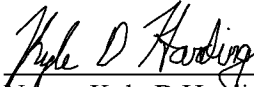
DELTA BRIDGE, INC.

By: 
Name: Mark Monroe
Title: Treasurer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____
Name: Kyle D Harding
Title: Vice President

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
TATE, Incorporated	3817065	TATE INCORPORATED
TATE, Incorporated	3802596	iTate-Solutions
TATE, Incorporated	4056844	TATE
TATE, Incorporated	4016289	Engineered Survival
TATE, Incorporated	4056845	Tate Incorporated
TATE, Incorporated	3939053	Tate
TATE, Incorporated	2951012	TATE INCORPORATED (STYLIZED/DESIGN)
Delta Bridge, Inc.	5,622,858	ASPEN
Delta Bridge, Inc.	5,638,633	COPPER SKY
Delta Bridge, Inc.	5,098,994	DELTA BRIDGE
Delta Bridge, Inc.	5,098,995	DELTA BRIDGE Design
Delta Bridge, Inc.	5,456,581	FLYTRAP
Delta Bridge, Inc.	5,098,996	M Circle Design
Delta Bridge, Inc.	5,257,162	MM
Delta Bridge, Inc.	5,098,997	MOBILE MOAT
Delta Bridge, Inc.	5,441,594	PEAR BOX
TATE, Incorporated	3,963,235	TATE, Incorporated
TATE, Incorporated	5175239	TATE INCORPORATED (STYLIZED/DESIGN)
CENTRA Technology, Inc.	6076580	SMARTGeo
TATE, Incorporated	2916096	TRUSTED AGENT FOR TRAINING AND EDUCATION

OWNER	REGISTRATION NUMBER	TRADEMARK
TATE, Incorporated	2916094	TRUSTED AGENT FOR TECHNOLOGY AND ENGINEERING
TATE, Incorporated	3817063	TATE
Tate Incorporated	3616032	TRAIN, ENDURE, SURVIVE.
Tate Incorporated	3615831	DON'T FIGHT FOR SURVIVAL, TRAIN FOR IT.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Delta Bridge, Inc.	88913675	BOXR and Design
Delta Bridge, Inc.	88913665	BOXR

OTHER TRADEMARKS:**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
TATE, INCORPORATED	134770 C	Bolivia	“TATE GLOBAL” *
TATE, INCORPORATED	134771 C	Bolivia	“TATE GLOBAL” *
TATE, INCORPORATED	129456 C	Bolivia	“TATE GLOBAL” *
TATE, INCORPORATED	129457 C	Bolivia	“TATE GLOBAL” *
TATE, INCORPORATED	436183	Colombia	TATE GLOBAL*
TATE, INCORPORATED	436184	Colombia	TATE GLOBAL*
TATE, INCORPORATED	436181	Colombia	TATE GLOBAL*
TATE, INCORPORATED	436182	Colombia	TATE GLOBAL*
TATE, INCORPORATED	1557	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	3399	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	1558	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	1566	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	3399	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	1558	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	1566	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	1557	Ecuador	TATE GLOBAL*
TATE, INCORPORATED	T00002680	Peru	TATE GLOBAL*
TATE, INCORPORATED	S00072613	Peru	TATE GLOBAL*
TATE, INCORPORATED	T00002680	Peru	TATE GLOBAL*
TATE, INCORPORATED	T00002680	Peru	TATE GLOBAL*
Tate, Incorporated	9360421	EU	TATE GLOBAL*

*TATE, Incorporated does not intend to maintain the TATE Global trademark in the marked jurisdictions. The trademark is not material to the business of the Companies.