

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSC GROUP, LLC		09/01/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Delaware Life Insurance Company		
Street Address:	1601 Trapelo Road, Suite 30		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3092424	IT'S ALL IN THE WAY WE LISTEN	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
ATTORNEY DOCKET NUMBER:	022327/00030		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	09/01/2021		
Total Attachments: 5			
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of September 1, 2021, is made by the entity listed on the signature pages hereof as a "Grantor" (the "Grantor"), in favor of Delaware Life Insurance Company, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by OSP Lakeside Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), OSP Lakeside Intermediate Holdings 2, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto and Delaware Life Insurance Company, as Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 31, 2020 in favor of the Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral");

all of its registered or applied for United States Trademarks including without limitation those referred to on Schedule 1 hereto, together with all goodwill associated therewith;

all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

Section 4.Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 5.Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.


Section 7.Conflict with Other Agreements. In the event of any conflict between this Trademark Security Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PSC GROUP, LLC
as Grantor

By: 
Name: Theodore Coons
Title: President and Secretary

[Signature page to Notice of Security Interest in Trademarks]

ACKNOWLEDGED AND AGREED

as of the date first above written:

DELAWARE LIFE INSURANCE COMPANY,
as Administrative Agent

By:  _____

Name: James F. Alban

Title: Authorized Signer

[Signature page to Notice of Security Interest in Trademarks]

TRADEMARK
REEL: 007411 FRAME: 0157

**SCHEDULE 1
TO
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Country	App./Reg. No.	App./Reg. Date
"IT'S ALL IN THE WAY WE LISTEN"	PSC Group, LLC	US	3,092,424	May 16, 20016

2. TRADEMARK APPLICATIONS

None.