

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ports America, Inc.		11/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	101 Barclays Street, 7 West		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3486624	PORTS AMERICA	
<b>Registration Number:</b>	3486623	PORTS AMERICA	
<b>Registration Number:</b>	3523142	PORTS AMERICA	
<b>Registration Number:</b>	3523143	PORTS AMERICA	
<b>Registration Number:</b>	3523144	PORTS AMERICA	
<b>Registration Number:</b>	3523145	PORTS AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	11/23/2021		

CH \$165.00 3486624

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 22, 2021 (this “**Agreement**”), is entered into by and between Ports America, Inc. (the “**Grantor**”), and The Bank of New York Mellon, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) Reference is made to the Credit Agreement, dated as of the date hereof (the “**Credit Agreement**”), by and among, prior to the consummation of the Closing Date Assignment and Assumption, Pantheon Bidco LLC, a Delaware limited liability company (the “**Initial Borrower**”), upon and after the consummation of the Closing Date Assignment and Assumption, Ports America Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), Ports America Group, Inc., as Holdings (“**Holdings**”), certain subsidiary guarantors party thereto (the “**Subsidiary Guarantors**”), the several financial institutions from time to time party thereto (collectively, as the “**Lenders**” and each individually, as a “**Lender**”), ING Capital LLC as administrative agent (the “**Administrative Agent**”), and The Bank of New York Mellon as collateral agent, (the “**Collateral Agent**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of November 22, 2021, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### Section 2 Grant of Security Interest in Trademark Collateral

As security for the payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of its right, title and interest in, to and under all Trademark Collateral (as defined below).

“**Trademark Collateral**” means the Grantor's right, title and interest in, to and under all Trademarks registered or applied for in the United States owned by the Grantor, including those referred to on the Schedule hereto, together with all the goodwill of the business connected with the use of, and symbolized by, each such Trademark, in all cases subject to Section 3, below.

### Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property, including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the

Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act. Moreover, this Agreement is not to be construed as an assignment of any Trademark Collateral.

#### **Section 4 Pledge and Security Agreement**

The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

#### **Section 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.**

#### **Section 6 Termination**

This Agreement shall continue in full force and effect until terminated in accordance with Section 9.14 of the Pledge and Security Agreement. Subject to Section 9.14 of the Pledge and Security Agreement, upon the Termination Date, the Security Interest shall terminate and the Collateral Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Release to be duly executed and delivered by: its officers or representatives thereunto duly authorized as of the date first written above.

**PORTS AMERICA, INC.,**  
as Grantor

By:   
Name: Richard Surett  
Title: Chief Financial Officer

**ACCEPTED AND AGREED:**

**THE BANK OF NEW YORK MELLON,**  
as Collateral Agent

By: \_\_\_\_\_  \_\_\_\_\_

Name: Latoya S. Elvin  
Title: Vice President

**SCHEDULE TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No. or Appln. No.</b>	<b>Reg. Date or Filing Date</b>
Ports America, Inc.	PORTS AMERICA	3486624	08/12/2008
Ports America, Inc.	PORTS AMERICA	3486623	08/12/2008
Ports America, Inc.	PORTS AMERICA and Design	3523142	10/28/2008
Ports America, Inc.	PORTS AMERICA and Design	3523143	10/28/2008
Ports America, Inc.	PORTS AMERICA and Design	3523144	10/28/2008
Ports America, Inc.	PORTS AMERICA and Design	3523145	10/28/2008