

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Development Transformations, LLC		06/29/2022	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	8300 Greensboro Dr.		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87824009	SENSUS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	06/30/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2022 (this “Security Agreement”), is made by Development Transformations, LLC, a District of Columbia limited liability company (the “Grantor”), in favor of BANK OF AMERICA, N.A., as Lender, for the benefit of itself and the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Grantee”).

WHEREAS, the Grantor, the Guarantors have entered into that certain Credit Agreement, dated as of June 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with other Persons from time to time party thereto and Bank of America, N.A., as Lender; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of June 29, 2022, as amended (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other Persons from time to time party thereto and the Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Credit 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 Obligations of the Grantor, hereby pledges and grants to the Grantee for the benefit of the Lenders and the Secured Parties, and grants to the Grantee for the benefit of the Lender and Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral now owned or at any time hereinafter acquired by Grantor, or in which Grantor now has or at any time in the future may acquire any right, title and interest in, to and under (the “Trademark Collateral”):

- (i) all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, including, without limitation, those registered trademarks and applications to register trademarks referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill connected with and symbolized by the foregoing; and
- (iv) 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.

provided, however, that the foregoing grant of security interest will not cover any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would impair the validity, registrability, or enforceability of such intent-to-use trademark application under applicable federal law or any trademark registration that issues therefrom.

Section 3 **Credit Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 4 **Counterparts**. This 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.

Section 5 **Governing Law**. This 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.

[Remainder of page intentionally left blank]

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

GRANTOR:

DEVELOPMENT TRANSFORMATIONS, LLC

By: 

Name: Sloan Mann

Title: President, DT Global US

Acknowledged and Agreed to as of the date hereof:

GRANTEE:

BANK OF AMERICA, N.A.

By: 

Name: Holver Rivera

Title: Senior Vice President

SCHEDULE I

TRADEMARKS

I. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
SENSUS	87824009	3/7/18	5580469	10/9/18	Registered	Development Transformations, LLC

II. TRADEMARK APPLICATIONS

None.