

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABACUS TECHNOLOGY CORPORATION		01/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Independence Center, 101 North Tryon St.		
Internal Address:	Doc Retention Center, NC1-001-05-13		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2611533	ABACUS TECHNOLOGY CORPORATION	
Registration Number:	2608702	ABACUS TECHNOLOGY CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	aimee.lilly@wolterskluwer.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:	Jonathan Stoian		
SIGNATURE:	/Jonathan Stoian/		
DATE SIGNED:	01/17/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”), dated as of January 12, 2023, is made by ABACUS TECHNOLOGY CORPORATION, a Delaware corporation (“**Grantor**”), in favor of BANK OF AMERICA, N.A. (“**Secured Party**”).

RECITALS

A. Grantor and Secured Party have entered into a Loan and Security Agreement dated as of January 12, 2023 (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

B. Under the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to the Secured Party a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks and trademark registrations, together with any reissues, continuations or extensions thereof, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all products and proceeds of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This TRADEMARK SECURITY AGREEMENT is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Trademark Security Agreement has been granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

WHEREOF, the Grantor and the Secured Party have caused this Agreement to be executed and delivered, as of the day and year first written above.

SECURED PARTY:

GRANTOR:

BANK OF AMERICA, N.A.

ABACUS TECHNOLOGY CORPORATION

By: Colleen Landau
Name: Colleen Landau
Title: Senior Vice President

By: _____
Name: Dennis Yee
Title: President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

WHEREOF, the Grantor and the Secured Party have caused this Agreement to be executed and delivered, as of the day and year first written above.

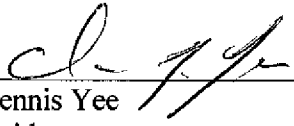
SECURED PARTY:

GRANTOR:


BANK OF AMERICA, N.A.

ABACUS TECHNOLOGY CORPORATION

By: _____
Name: Colleen Landau
Title: Senior Vice President

By:  _____
Name: Dennis Yee
Title: President

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>	<u>Country</u>
 The logo features a stylized grid of dots above the word "Abacus" in a bold, sans-serif font, with "Technology Corporation" in a smaller font below it.	2611533	08/27/2002	USA
ABACUS TECHNOLOGY CORPORATION	2608702	08/20/2002	USA