

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPS TECHNOLOGY HOLDINGS LLC		07/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Collateral Agent
Street Address:	388 Greenwich St., 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6563886	CLARIOS FOUNDATION
Registration Number:	6255209	OPTIMA SEARCH FOR THE ULTIMATE STREET CA
Registration Number:	6487289	USCA ULTIMATE STREET CAR ASSOCIATION
Registration Number:	6111051	
Registration Number:	6895521	
Registration Number:	6895522	
Registration Number:	6895512	CLARIOS
Registration Number:	6441474	FREEDOM
Registration Number:	6486565	OPTIMA
Registration Number:	6471290	OPTIMA
Registration Number:	6487290	ULTIMATE STREET CAR ASSOCIATION

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

TRADEMARK

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2064732

NAME OF SUBMITTER: Leanne Honig

SIGNATURE: /Leanne Honig/

DATE SIGNED: 07/13/2023

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of July 13, 2023 (this “Agreement”), among CPS TECHNOLOGY HOLDINGS LLC (the “Grantor”) and CITIBANK, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the First Lien Collateral Agreement dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Discharge of Pari Passu Obligations or the release of the Grantor from its obligations under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CPS TECHNOLOGY HOLDINGS LLC, as Grantor

By:






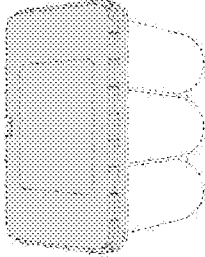


Name: Claudio Morfe


Title: Manager, Vice President and Secretary

CITIBANK, N.A., as Collateral Agent

By: 
Name: Edwin De La Cruz
Title: Senior Trust Officer

TRADEMARK COLLATERAL

Trademark	Application Date	Application No.	Registration Date	Registration No.	Owner
<p>CLARIOS FOUNDATION</p> 	7/30/2020	90083220	11/16/2021	6563886	CPS Technology Holdings LLC
<p>OPTIMA SEARCH FOR THE ULTIMATE STREET CAR</p> 	5/1/2020	88897511	1/26/2021	6255209	CPS Technology Holdings LLC
<p>USCA ULTIMATE STREET CAR ASSOCIATION</p> 	3/26/2020	88849257	9/14/2021	6487289	CPS Technology Holdings LLC
<p>ULTIMATE STREET CAR ASSOCIATION</p>	3/26/2020	88849262	9/14/2021	6487290	CPS Technology Holdings LLC
<p>Design Only</p> 	7/11/2019	88510419	7/28/2020	6111051	CPS Technology Holdings LLC
<p>Design Only</p> 	3/7/2019	88330533	11/8/2022	6895521	CPS Technology Holdings LLC
<p>Design Only</p> 	3/7/2019	88330536	11/8/2022	6895522	CPS Technology Holdings LLC

Trademark	Application Date	Application No.	Registration Date	Registration No.	Owner
CLARIOS	2/26/2019	88317179	11/8/2022	6895512	CPS Technology Holdings LLC
FREEDOM	7/13/2018	88036204	8/3/2021	6441474	CPS Technology Holdings LLC
OPTIMA 	4/6/2018	87865775	9/14/2021	6486565	CPS Technology Holdings LLC
OPTIMA	4/5/2018	87864032	8/31/2021	6471290	CPS Technology Holdings LLC