

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEXTECH SOLUTIONS LLC		07/31/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA, as Agent		
<b>Street Address:</b>	200 Bay Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98062366	MANTLE	
<b>Serial Number:</b>	98062397		
<b>Serial Number:</b>	98062417	NTS	
<b>Serial Number:</b>	98062439		
<b>Serial Number:</b>	98062455	MISSION SUPPORT CENTER	
<b>Serial Number:</b>	98062476		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Michelle A. Covert		
<b>SIGNATURE:</b>	/Michelle A. Covert/		

OP \$165.00 98062366

<b>DATE SIGNED:</b>	07/31/2023
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**Total Attachments: 5**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>NEXTECH SOLUTIONS LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership                      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Citizenship (see guidelines) <u>Florida</u></p> <p>Additional names of conveying parties attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>ROYAL BANK OF CANADA , as Agent</u></p> <p>Street Address: <u>200 Bay Street, 12th Floor</u></p> <p>City: <u>Toronto</u></p> <p>State: <u>Ontario</u></p> <p>Country: <u>Canada</u>                      Zip: <u>M5J 2W7</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input checked="" type="checkbox"/> Other <u>Bank</u>                      Citizenship <u>Canada</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 31, 2023

Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                      Text  <u>See Schedule A attached hereto</u></p>	<p>B. Trademark Registration No.(s)  <u>See Schedule A attached hereto</u></p> <p>Additional sheet(s) attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Michelle A. Covert</u></p> <p>Internal Address: <u>Chapman and Cutler LLP</u></p> <p>Street Address: <u>320 South Canal Street</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u>                      Zip: <u>60606</u></p> <p>Phone Number: <u>312-845-2959</u></p> <p>Docket Number: _____</p> <p>Email Address: _____</p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">6</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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**9. Signature:** Michelle A. Covert or Chapman and Cutler LLP                      July 31, 2023

Signature                      Date

Michelle A. Covert, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:      5

## TRADEMARK COLLATERAL AGREEMENT

This 31<sup>st</sup> day of July, 2023, NEXTECH SOLUTIONS LLC, a Florida limited liability company ("**Debtor**") with its principal place of business and mailing address at 6701 South Dale Mabry Highway, Unit 101, Tampa, Florida 33611, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to ROYAL BANK OF CANADA, with its mailing address at 200 Bay Street, 12<sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2W7, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (together with its successors or assigns acting in such capacity being hereinafter referred to as the "**Agent**"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "**Security Agreement**").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-to-Use Applications**"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

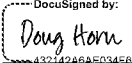
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of Page Left Blank; Signature Page to Follow]


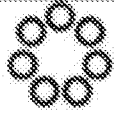

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**NEXTECH SOLUTIONS LLC**

by  \_\_\_\_\_  
Name: Doug Horn  
Title: Manager

N/A  
\_\_\_\_\_  
Name:  
Title:

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Trademark</b>	<b>Record Owner</b>	<b>Registration No. / Serial No.</b>	<b>Procedural Status</b>
United States	MANTLE	NexTech Solutions LLC	98/062,366	Trademark application filed with US Patent and Trademark Office on June 28, 2023
United States	Mantle Logo: 	NexTech Solutions LLC	98/062,397	Trademark application filed with US Patent and Trademark Office on June 28, 2023
United States	NTS	NexTech Solutions LLC	98/062,417	Trademark application filed with US Patent and Trademark Office on June 28, 2023
United States	NTS Logo: 	NexTech Solutions LLC	98/062,439	Trademark application filed with US Patent and Trademark Office on June 28, 2023
United States	MISSION SUPPORT CENTER	NexTech Solutions LLC	98/062,455	Trademark application filed with US Patent and Trademark Office on June 28, 2023
United States	Mission Support Center Logo: 	NexTech Solutions LLC	98/062,476	Trademark application filed with US Patent and Trademark Office on June 28, 2023