# CH \$115.00

ETAS ID: TM855068

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
EQLIPSE TECHNOLOGIES, LLC		11/21/2023	Limited Liability Company: MARYLAND	
SR TECHNOLOGIES, INC.		11/21/2023	Corporation: FLORIDA	
SRT WIRELESS, LLC		11/21/2023	Limited Liability Company: FLORIDA	

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145	
Internal Address:	Commercial Lending Services	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603-2300	
Entity Type:	Y Type: National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	5117368	SRT GROUP	
Registration Number:	3965946	LANSHARK	
Registration Number:	3367829	SR TECHNOLOGIES, INC.	
Registration Number:	5276996	SRT	

### **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: 3127018637

Email: ipdocket@mayerbrown.com

William R. Siegel, Mayer Brown LLP **Correspondent Name:** 

71 S. Wacker Drive Address Line 1:

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 23747411

**NAME OF SUBMITTER:** William R. Siegel

> **TRADEMARK** REEL: 008264 FRAME: 0725

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SIGNATURE: /william r siegel/			
DATE SIGNED:	11/21/2023		
Total Attachments: 4			
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## CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 21, 2023 by and from EQLIPSE TECHNOLOGIES, LLC, a Maryland limited liability company (the "Borrower"), SR TECHNOLOGIES, INC., a Florida corporation and SRT WIRELESS, LLC, a Florida limited liability company (each a "Grantor", and collectively the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Borrower, each other Grantor, the Grantee, the other Loan Parties from time to time party thereto and the Lenders from time to time party thereto have entered into a Credit Agreement dated as of November 21, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, each other Grantor, the other Loan Parties from time to time party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of November 21, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, each Grantor owns the respective trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

### 2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing or otherwise, evidencing such release.
- (b) Each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date

TRADEMARK REEL: 008264 FRAME: 0727 hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law</u>. This Confirmatory Grant 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.

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TRADEMARK REEL: 008264 FRAME: 0728 IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

# **EQLIPSE TECHNOLOGIES, LLC**

By: Dennis kelly

Name: Dennis Kelly

Title: Chief Executive Officer and Secretary

### SR TECHNOLOGIES, INC.

By: Dennis kelly

Name: Dennis Kelly

Title: Chief Executive Officer and Secretary

### SRT WIRELESS, LLC

Dennis kelly

By: 6026F54E7E214D8.
Name: Dennis Kelly

Title: Chief Executive Officer and Secretary

[JPMC/Eqlipse – Grant of Security Interest in US Trademarks]

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Filing Date	Registration No.	Mark	Jurisdiction	Owner of Record
December 3, 2015	5117368	SRT GROUP	USA	SR Technologies, Inc.
October 14, 2021	3965946	LANSHARK	USA	SR Technologies Incorporated
October 14, 2021	3367829	SR TECHNOLOGIES, INC.	USA	SR Technologies, Inc.
October 13, 2021	5276996	SRT	USA	SRT Wireless, LLC

**RECORDED: 11/21/2023** 

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