

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1254118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptim Corp.		05/23/2024	Corporation: DELAWARE
Aptim Intellectual Property Holdings, LLC		05/23/2024	Limited Liability Company: LOUISIANA
LFG Specialties, L.L.C.		05/23/2024	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as senior secured collateral agent		
Street Address:	CIB DMO WLO		
Internal Address:	Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5686764	APTIM	
Registration Number:	3742031	E-VAP	
Registration Number:	4976314	LFG SPECIALTIES	
Serial Number:	97104797	R2AM RELIABILITY RESILIENCY AVAILABILITY MAINTAINABILITY	
Serial Number:	97104830	R2AM RELIABILITY RESILIENCY AVAILABILITY MAINTAINABILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey M. Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		

OP \$140.00.00 87430398

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Mitchell Garrett

SIGNATURE: Mitchell Garrett

DATE SIGNED: 05/23/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “IP Security Agreement”), dated as of May 23, 2024, is entered into by and among the Persons listed on the signature pages hereof (each, a “Grantor” and together, the “Grantors”), and JPMorgan Chase Bank, N.A., as Senior Secured Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Senior Secured Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the SENIOR SECURED U.S. PLEDGE AND SECURITY AGREEMENT, dated as of May 23, 2024 (the “Pledge and Security Agreement”), by and among APTIM CORP., a Delaware limited liability company (the “Company”), APTIM HOLDING CORP., a Delaware corporation (“Holdings”), and each of the subsidiaries of the Company listed on Annex A thereto, and the Senior Secured Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(b) of the Pledge and Security Agreement, the Grantors have agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Pledge and Security Agreement to the Senior Secured Collateral Agent in each such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Senior Secured Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Senior Secured Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Secured Obligations. The grant of a Security Interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Senior Secured Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Senior Secured Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the Credit Agreement.

IN WITNESS WHEREOF, each of the undersigned have duly executed this IP Security Agreement as of the day and year first above written.

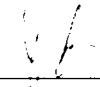
APTIM CORP.
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC
LFG SPECIALTIES, L.L.C.
each as a Grantor

By: Bradley Lowe
Bradley Lowe (May 22, 2024 07:50 CDT)
Name: Bradley Lowe
Title: Treasurer

[Signature Page to Senior Secured Trademark Security Agreement]

TRADEMARK
REEL: 008440 FRAME: 0843

JPMORGAN CHASE BANK, N.A.,
as Senior Secured Collateral Agent

By:  _____
Name: James Shender
Title: Executive Director

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	APTIM Corp.	APTIM	87430398 (04/28/17)	5686764 (02/26/19)
2.	LFG Specialties, L.L.C.	E-VAP	77739946 (05/19/2009)	3742031 (01/26/2010)
3.	APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	LFG SPECIALTIES	86618952 (05/04/2015)	4976314 (06/14/2016)
4.	APTIM Corp.	R2AM RELIABILITY RESILIENCY AVAILABILITY MAINTAINABILITY	97/104,797 (11/02/2021)	N/A
5.	APTIM Corp.	R²AM Reliability Resiliency Availability Maintainability	97/104,830 (11/02/2021)	N/A