

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
48Forty Solutions, LLC		06/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2757551	PALTRAX	
Serial Number:	87743671	48FORTY	
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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/06/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of June 29, 2018 by the parties listed on the signature pages hereof (collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A. (“**Agent**”) as agent for the financial institutions and other Persons (the “**Lenders**”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, among 48FORTY SOLUTIONS, LLC (“**48Forty**”) and 48FORTY MANAGEMENT HOLDINGS, LLC (“**Management**” and together with 48Forty, collectively, the “**Borrowers**”), as borrowers thereunder, the Guarantors party thereto, Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property of the Grantors, including Trademarks, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Agent as follows:

1. Grant of Security. To secure the prompt payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other appropriate Governmental Authorities to record this Trademark Security Agreement upon request by Agent.

3. Loan Documents. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Execution in Counterparts. 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.


5. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

48FORTY SOLUTIONS, LLC

By:  _____

Name: William Ross
Title: Vice President
Address for Notices:
1470 Walnut Street
Suite 400
Boulder, CO 80302

[Signature Page to Trademark Security Agreement]

TRADEMARK
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AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: *Daniel K. Clancy*

Name: Daniel K. Clancy
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006373 FRAME: 0327

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Obligor	Trademark	Registration No.
48forty Solutions, LLC	PALTRAX	2757551
48forty Solutions, LLC	48FORTY	87743671 n/a