## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM509259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Parlec, LLC		02/04/2019	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Kayne Senior Credit III Loanco, LLC, as Administrative Agent	
Street Address:	150 North Riverside Plaza	
Internal Address:	Suite 2010	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

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

Property Type	Number	Word Mark
Serial Number:	88215596	PARLEC
Registration Number:	4929259	SIMULFIT
Registration Number:	4761884	EROS
Registration Number:	2260906	MEASURABLY BETTER

#### **CORRESPONDENCE DATA**

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7023.053
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/08/2019

# Total Attachments: 3

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#### ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, Parlec, LLC, a Delaware limited liability company ("<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, Assignor, has entered into a Security Agreement, dated February 4, 2019 (the "Security Agreement"; all capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement), in favor of Kayne Senior Credit III Loanco, LLC, in its capacity as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising prior to or after the date hereof for infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations and in the event any provisions in this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of <u>February 4</u>, 2019.

PAREEC, LLC, a Delaware limited liability company

Namé: Dean Glover

Title: President, Secretary and CEO

## SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Country	Current Owner	App. No.	App.	Reg. No.	Reg. Date	Status
				Date			
PARLEC	USA	PARLEC, LLC	88215596	12/4/2018			Pending
SIMULFIT	USA	PARLEC, LLC	86356337	8/4/2014	4929259		Registered Supplemental Register
EROS	USA	PARLEC, LLC	86356319	8/4/2014	4761884	6/23/2015	Registered
MEASURABLY BETTER	USA	PARLEC, LLC	75480534	5/6/1998	2260906	7/13/1999	Renewed (Registered)

**RECORDED: 02/08/2019**