

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zentech Dallas, LLC		01/21/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3455837	TRILOGY CIRCUITS	
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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	/tedmulligan/		
DATE SIGNED:	02/06/2020		
Total Attachments: 7			
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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.

1. Name of conveying party(ies):

ZENTECH DALLAS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 21, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIFTH THIRD BANK, NATIONAL ASSOCIATION

Street Address: 6111 N. River Road

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Federally chartered

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3455837

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Aminata Sabally

Internal Address: _____

Street Address: 1201 Pennsylvania Avenue NW
Suite 900

City: Washington

State: DC Zip: 20004

Phone Number: 2024658392

Docket Number: 100671-35

Email Address: asabally@milestockbridge.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Aminata Sabally

Name of Person Signing

February 5, 2020

Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This Grant of Security Interest in Trademarks and Patents (“**Grant of Security Interest**”) is dated as of January 21, 2020 by and among ZENTECH DALLAS, LLC, a Texas limited liability company (“**Grantor**”), and FIFTH THIRD BANK, NATIONAL ASSOCIATION (“**Grantee**”).

WHEREAS, Grantor owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of May 10, 2019, between Grantor, Zentech Manufacturing, Inc., Zentech Intermediate Inc., and Zentech Fredericksburg LLC and Grantee (as amended by that certain First Amendment to Credit and Security Agreement dated as of January 21, 2020, and as further amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”), Grantor hereby grants to Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

Signature Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

ZENTECH DALLAS, LLC

By: _____

Name: Steve Pudles

Title: Chief Executive Officer

GRANTEE:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____

Name: Dion R. Heintz

Title: Director

Signature Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

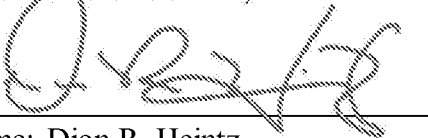
GRANTOR:

ZENTECH DALLAS, LLC

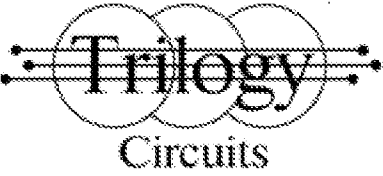
By: _____
Name: Steve Pudles
Title: Chief Executive Officer

GRANTEE:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By:  _____
Name: Dion R. Heintz
Title: Director

Schedule A - Trademarks

Owner	Jurisdiction	Trademark	Goods/Services	Reg. No. App. No.	Reg. Date	Status
Zentech Dallas, LLC	US	TRILOGY CIRCUITS and Design 	IC 009. US 021 023 026 036 038. G & S: Circuit boards, namely, electronic and printed circuit boards.	3455837	6/24/2008	Live

Schedule B – Patents

None.