

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFEGUARD WORLD INTERNATIONAL LIMITED		03/31/2020	COMPANY: UNITED KINGDOM
SAFEGUARDWORLD INTERNATIONAL LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4599582	BEAUTIFULLY ENGINEERED	
Registration Number:	4806557	SAFEGUARD WORLD INTERNATIONAL	
Registration Number:	4599581	UNITY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2252		
NAME OF SUBMITTER:	MELANIE JOLSON		
SIGNATURE:	/MJ/		
DATE SIGNED:	04/28/2020		

CH \$90.00 4599582

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of March 31, 2020, is entered into by SAFEGUARD WORLD INTERNATIONAL LIMITED, a company organized in England and Wales, with company registration number 06439329 and with its principal place of business located at Edwin Foden Business Centre, Moss Ln., Sandbach CW11 3AE, United Kingdom (the “Borrower”), SAFEGUARDWORLD INTERNATIONAL LLC, a Delaware limited liability company, with its principal place of business located at 108 Wild Basin Rd., S. #200, Austin, TX 78746 (the “US Subsidiary Grantor” and, together with Borrower, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as security agent (in such capacity, the “Security Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of March 31, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders, the Security Agent and the Administrative Agent.

WHEREAS, the Grantors have executed and delivered that Security Agreement, dated as of March 31, 2020, in favor of the Security Agent (the “Security Agreement”) pursuant to which the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of each Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby collaterally assigns to the Security Agent, and hereby grants to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, to and under all Trademarks and Trademark Licenses, including without limitation, those items set forth on Schedule A hereto, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event

that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Recordation. The Grantors authorize and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement with the United States Patent and Trademark Office.

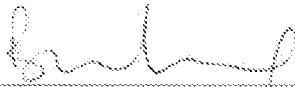
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SAFEGUARD WORLD INTERNATIONAL
LIMITED, as Grantor

By: 

Name: Bjorn Reynolds

Title: CEO

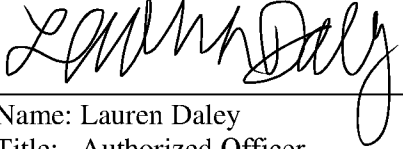
[Signature Page to Trademark Security Agreement]

SAFEGUARDWORLD INTERNATIONAL
LLC, as Grantor

By: 
Name: Bjorn Reynolds
Title: Manager

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as
Security Agent

By: 
Name: Lauren Daley
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006925 FRAME: 0198

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Reg. Number	Owner
BEAUTIFULLY ENGINEERED	4599582	SafeGuard World International Ltd.
SAFEGUARD WORLD INTERNATIONAL	4806557	Safeguardworld International LLC
UNITY	4599581	SafeGuard World International Ltd.