# OP \$90.00 5081645

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM635751

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Zenetex LLC		03/30/2021	Limited Liability Company: VIRGINIA	

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	4 Chase Metrotech Center	
City:	Brooklyn	
State/Country:	NEW YORK	
Postal Code:	11245	
Entity Type:	Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	5081645	DELEX SYSTEMS, INC. X	
Registration Number:	2415078	HITTS	
Registration Number:	2411789	HETA	

### **CORRESPONDENCE DATA**

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

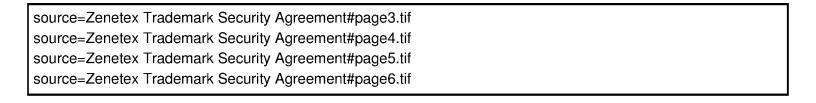
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/31/2021

### **Total Attachments: 6**

source=Zenetex Trademark Security Agreement#page1.tif source=Zenetex Trademark Security Agreement#page2.tif

> **TRADEMARK** REEL: 007238 FRAME: 0859

900606035



TRADEMARK REEL: 007238 FRAME: 0860 TRADEMARK SECURITY AGREEMENT dated as of March 30, 2021 (this "<u>Agreement</u>"), between Zenetex LLC, a Virginia limited liability company (the "<u>Grantor</u>") and JPMorgan Chase Bank, N.A. ("<u>JPMCB</u>"), as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>").

Reference is made to (a) the Credit Agreement dated as of September 17, 2014 (as amended by that certain Amendment No. 1 as of April 19, 2016, as further amended and restated by that certain Amendment and Restatement Agreement as of November 15, 2017, as further amended by that certain Amendment No. 1 as of December 24, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vectrus, Inc., an Indiana corporation, as Holdings, Vectrus Systems Corporation, a Delaware corporation, as the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent and (b) the Guarantee and Collateral Agreement, dated as of September 26, 2014 (as supplemented and modified by that certain Supplement No. 1 to Guarantee and Collateral Agreement, dated as of May 11, 2018, as further supplemented and modified by that certain Supplement No. 2 to Guarantee and Collateral Agreement, dated as of November 4, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Loan Parties from time to time party thereto, including the Grantor, pursuant to that certain Supplement No. 3, dated as of the date hereof, and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on <u>Schedule I</u> hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. <u>Collateral Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges

TRADEMARK
REEL: 007238 FRAME: 0861

and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. <u>CHOICE OF LAW</u>. THIS 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 AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

2

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZENETEX LLC, as Grantor

By: \_

Name: Michael J. Smith

Title: Treasurer

## ACCEPTED AND AGREED:

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

By:

Name: Marshall J. Trenckmann

Title: Managing Director

# SCHEDULE I

# **Trademarks**

Registered Owner	Mark	Application	Registration No.	Registration Date
	( <u>                                     </u>			
	DELEX SÝSŤÉMS, INC.			
ZeNETex LLC		86963249	5081645	11/15/2016
ZeNETex LLC	HITTS	75589687	2415078	12/26/2000
ZeNETex LLC	НЕТА	75589688	2411789	11/16/1998

**Trademark Applications** 

None.

**RECORDED: 03/31/2021** 

TRADEMARK REEL: 007238 FRAME: 0865