

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHAMROCK SUPPLY COMPANY, INC.		09/13/2022	Corporation: CALIFORNIA
SINGLE POINT ALLIANCE, INC.		09/13/2022	Corporation: CALIFORNIA
SHAMROCK INTEGRATED SERVICES COMPANY, INC.		09/13/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SIGNATURE BANK		
Street Address:	1400 Broadway		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88767953	OPTICRIB	
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:	800-713-0755		
Email:	james.murray@wolterskluwer.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:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	09/27/2022		

OP \$40.00 88767953

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of September 13, 2022, is made by **SHAMROCK SUPPLY COMPANY, INC.**, a California corporation ("Shamrock"), **SINGLE POINT ALLIANCE, INC.**, a California corporation ("Single Point"), **SHAMROCK INTEGRATED SERVICES COMPANY, INC.**, a California corporation ("Integrated") and together with Shamrock and Single Point, each a "Grantor" and collectively, the "Grantors") in favor of **SIGNATURE BANK** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated on or about the date herewith (as amended, supplemented and otherwise modified from time to time, the "Loan Agreement"), by and among Grantors and Lender.

WHEREAS, pursuant to the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantors under such financing arrangements;

WHEREAS, as security for each Grantor's obligations arising under the Loan Agreement, each Grantor has granted to Lender a security interest in, among other property, the intellectual property of such Grantor; and

WHEREAS, each Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Each Grantor hereby pledges and grants to Lender a security interest in and to 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 Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with each Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of a Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and 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, misappropriation, violation, dilution, 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for

which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Each Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder and under the Loan Agreement, the other Loan Documents, and applicable law.

6. 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 format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

8. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between Grantors and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature Page Follows]

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

SHAMROCK SUPPLY COMPANY, INC.
as Grantor

By: Michael J. O'Connor
Name: Michael J. O'Connor
Title: President/CEO

SINGLE POINT ALLIANCE, INC.
as Grantor

By: Michael J. O'Connor
Name: Michael J. O'Connor
Title: President/CEO

SHAMROCK INTEGRATED SERVICES COMPANY, INC.
as Grantor

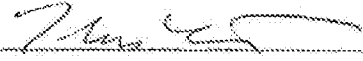
By: Michael J. O'Connor
Name: Michael J. O'Connor
Title: President/CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0659

AGREED TO AND ACCEPTED:

SIGNATURE BANK, as Lender

By: 
Name: Thomas Morante
Title: SVP - Asset Based Lending

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0660

EXHIBIT A

SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that SHAMROCK SUPPLY COMPANY, INC., a California corporation ("Shamrock"), SINGLE POINT ALLIANCE, INC., a California corporation ("Single Point"), SHAMROCK INTEGRATED SERVICES COMPANY, INC., a California corporation ("Integrated" and together with Shamrock and Single Point, each a "Grantor" and collectively, the "Grantors") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantors in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantors and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of September 13, 2022

[Signature Page Follows]

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On Sept 13 2022, before me, JULIA KUNG, Notary Public, personally appeared Michael J O'Connor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Julia Kung* (Seal)

Description of Attached Document: Trademark Security Agreement
Shamrock Supply Co

Document Date: 09/13/2022 Number of Pages: _____

Signers Other than Named Above: _____

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

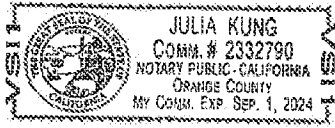
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On Sept 13 2022, before me, JULIA KUNG, Notary Public, personally appeared Michael J O'Connor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Julia Kung* (Seal)

Description of Attached Document: Trademark Security Agreement
Single Point Alliance Inc

Document Date: 09/13/2022 Number of Pages: _____

Signers Other than Named Above: _____

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

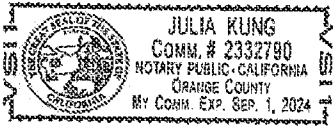
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
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On Sept 13 2022, before me, JULIA KUNG, Notary Public, personally appeared Michael J O'connor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Julia Kung* (Seal)

Description of Attached Document: Trademark Security Agreement
Streamrock Integrated Services Co. Inc

Document Date: 09/13/2022 Number of Pages: _____

Signers Other than Named Above: _____

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial / Registration No.</u>	<u>Registration Date</u>
OPTICRIB	Shamrock Supply Company, Inc.	Active	Registration: N/A Serial No: 88767953	01/21/2020