

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atticus, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
Prosentyx, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
Devitar, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
Argite, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
Avalaire, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
ShieldSense, LLC		11/23/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Comerica Bank, as administrative agent		
Street Address:	3800 Glenwood Avenue		
Internal Address:	Suite 450		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90332890	ATTICUS	
Serial Number:	90332880	ATTICUS	
Serial Number:	88076532	PURGATORY	
Serial Number:	86492099	SEMERA	
Serial Number:	86739697	AQUESTA	
Serial Number:	86910707	ACADIA	
Serial Number:	86702309	ARVIDA	
Serial Number:	90656960	DEVITAR	
Serial Number:	90654099	DEVITAR	

CH \$340.00 90332890

Property Type	Number	Word Mark
Serial Number:	90656977	P PROSENTYX
Serial Number:	90654095	PROSENTYX
Serial Number:	90656941	SHIELDSENSE
Serial Number:	90654102	SHIELDSENSE

CORRESPONDENCE DATA

Fax Number: 2147455390
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: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3134-2261
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	11/23/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of November 23, 2022 by and among Comerica Bank, as administrative agent (in such capacity, the “Agent”), and each of the undersigned hereto listed as a grantor (individually and collectively, “Grantor”).

RECITALS

A. Agent and certain lenders (the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Atticus, LLC, a North Carolina limited liability company, Prosentyx, LLC, a North Carolina limited liability company, Devitar, LLC, a North Carolina limited liability company, Argite, LLC, a North Carolina limited liability company, Avalaire, LLC, a North Carolina limited liability company, and ShieldSense, LLC, a North Carolina limited liability company, (collectively, the “Borrowers”), in the amounts and manner set forth in that certain Credit Agreement by and among Borrowers, Lenders and Agent dated of even date herewith (as the same has been and may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the Credit Agreement, the Grantors have granted liens in its assets to Agent, as collateral agent for the Lenders, pursuant to that certain Security Agreement dated as of the date hereof (the “Security Agreement”).

C. Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, each Grantor has granted to Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantors and Agent, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising by and among Agent, Lenders and Borrowers, each Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof

(such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights with respect to which there is an active registration or in connection with which such Grantor has filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

This IP Security Agreement amends, restates, and supersedes in its entirety, without novation, (a) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between Atticus, LLC and Comerica Bank, as lender, (b) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between Prosentyx, LLC and Comerica Bank, as lender, (b) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between Devitar, LLC and Comerica Bank, as lender, (c) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between Argite, LLC and Comerica Bank, as lender, (d) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between Avalaire, LLC and Comerica Bank, as lender and (e) that certain Intellectual Property Security Agreement dated as of October 29, 2021 by and between ShieldSense, LLC and Comerica Bank, as lender (collectively, the “Prior IP Security Agreements”), as amended or otherwise modified from time to time, so as to preserve the perfection of the liens and security interest established by the Prior IP Security Agreements and nothing contained herein shall be deemed to alter or impair the liens and security interest established by the Prior IP Security Agreements, which liens and security interest remain in full force and effect with all priorities unchanged. The parties hereto do not intend this IP Security Agreement nor the transactions contemplated hereby to be, and this IP Security Agreement and the transactions contemplated hereby shall not be construed to be, a novation or extinguishment of any of the obligations owing by Grantors or any other Credit Party under or in connection with any of the Loan Documents. The parties agree that any reference to the Prior IP Security Agreements in any such Loan Document shall be deemed to be a reference to this IP Security Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

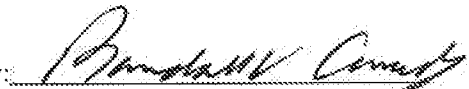
Address of Grantors:

940 NW Cary Parkway, Suite 200
Cary, NC 27513

GRANTORS:

ATTICUS, LLC
ARGITE LLC
AVALAIRE, LLC
DEVITAR, LLC
PROSENTYX, LLC
SHIELDSENSE, LLC

By:



Randall V. Canady

Chief Executive Officer of each entity listed above

Address of Bank:

Comerica Bank
3800 Glenwood Avenue, Suite 450
Raleigh, NC 27612

Fax: _____

Attn: Timothy Trapp

AGENT:

COMERICA BANK,
as Agent

By: 

Brent Gore
Senior Vice President

IP SCHEDULE

SCHEDULE A

Copyrights

None.

IP SCHEDULE

SCHEDULE B

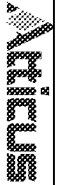

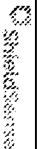
Patents

None

IP SCHEDULE

SCHEDULE C

Trademarks

Country	Mark	Owner	App. No.	App. Date
US	ATTICUS	Atticus, LLC	90332890	11-20-2020
US	 ATTICUS	Atticus, LLC	90332880	11-20-2020
US	PURGATORY	Atticus, LLC	88076532	08-13-2018
US	SEMERA	Atticus, LLC	86492099	12-30-2014
US	AQUESTA	Atticus, LLC	86739697	08-27-2015
US	ACADIA	Atticus, LLC	86910707	12-17-2016
US	ARVIDA	Atticus, LLC	86702309	07-23-2015
US	 Devitar	Devitar, LLC	90/656960	04-20-2021
US	DEVITAR	Devitar, LLC	90/654099	04-19-2021
US	 PROSENTYX	Prosentyx, LLC	90/656977	04-20-2021
US	PROSENTYX	Prosentyx, LLC	90/654095	04-19-2021
US	 SHIELDSENSE	Shieldsense, LLC	90/656941	04-20-2021
US	SHIELDSENSE	Shieldsense, LLC	90/654102	04-19-2021