

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phaidon International (UK) Ltd		11/15/2022	Private Limited Company:
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5858359	EPM SCIENTIFIC	
Serial Number:	90605044	EPM SCIENTIFIC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	096939-31250		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/16/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT dated as of November 15, 2022 (this “Agreement”), among Phaidon International (UK) Ltd (the “Grantor”) and CHURCHILL AGENCY SERVICES LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 22, 2022 (the “Credit Agreement”), among OLYMPUS UK GUARANTOR 1 LIMITED, a private limited company registered in England and Wales with registered number 014237519 (“Holdings”), OLYMPUS UK GUARANTOR 2 LIMITED, a private limited company registered in England and Wales with registered number 14237553 (“Intermediate Holdings”), OLYMPUS UK BIDCO LIMITED, a private limited company registered in England and Wales with registered number 14237551 (“UK Bidco”) OLYMPUS US BIDCO LLC, a Delaware limited liability company (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and CHURCHILL AGENCY SERVICES LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of August 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Intermediate Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

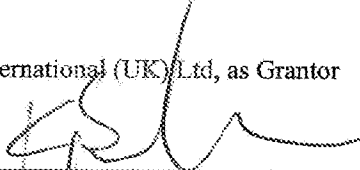
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based

recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

Phaidon International (UK) Ltd, as Grantor

By:


Name: Kieran Behan

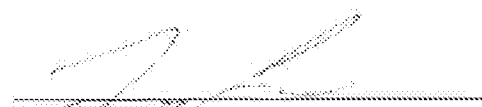
Title: Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007903 FRAME: 0246

CHURCHILL AGENCY SERVICES LLC, as Collateral
Agent

By:

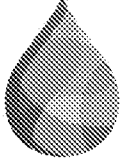
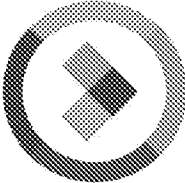
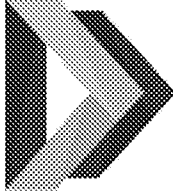
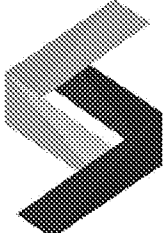



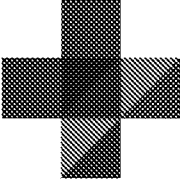



Name: Joseph Lee

Title: Principal

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
Design Only 	79313100 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
Design Only 	79313211 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
Design Only 	79313213 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
Design Only 	79313222 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
Design Only 	79312895 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
Design Only 	79312896 25-MAR- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
DSJ GLOBAL	79223121 20-OCT- 2017	5543153 21-AUG- 2018	Registered	PHAIDON INTERNATIONAL (UK) LTD
EPM SCIENTIFIC and design 	90605044 26-MAR- 2021	—	Registered	PHAIDON INTERNATIONAL (UK) LIMITED
EPM SCIENTIFIC and design 	87925197 17-MAY- 2018	5858359 10-SEP-2019	Registered	PHAIDON INTERNATIONAL (UK) LTD
GLOCOMMS	79223119 20-OCT- 2017	5547957 28-AUG- 2018	Registered	PHAIDON INTERNATIONAL (UK) LTD
LARSON MADDOX	79335976 09-NOV- 2021	—	Pending	PHAIDON INTERNATIONAL (UK) LTD
LVI ASSOCIATES	79223122 20-OCT- 2017	5552757 04-SEP-2018	Registered	PHAIDON INTERNATIONAL (UK) LTD
PHAIDON	79230783 29-DEC- 2017	5630123 18-DEC- 2018	Registered	PHAIDON INTERNATIONAL (UK) LTD
PHAIDON INTERNATIONAL and design 	79231516 29-DEC- 2017	5567896 25-SEP-2018	Registered	PHAIDON INTERNATIONAL (UK) LTD

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SELBY JENNINGS	79223120 20-OCT- 2017	5537892 14-AUG- 2018	Registered	PHAIDON INTERNATIONAL (UK) LTD