

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workplace Modular Systems, LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	335 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6840237	DIRECT DRIVE	
Registration Number:	3237852	THE RESULT IS QUALITY	
Registration Number:	2806024	WORKPLACE	
Registration Number:	2984874	WORKPLACE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 ATLANTIC AVENUE		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	03/31/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 31, 2023, is made by WORKPLACE MODULAR SYSTEMS, LLC, a Delaware limited liability company (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 16, 2022, as amended by that certain First Amendment to Credit Agreement and Consent dated as of the date hereof (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ACCELEVATION HOLDING COMPANY, LLC, a Delaware limited liability company, as the initial borrower (“Holdings”), ACCELEVATION LLC, an Ohio limited liability company (the “Borrower”) the financial institutions party thereto from time to time (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower, Holdings, the other grantors from time to time party thereto, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement dated as of December 16, 2022, as supplemented by that certain Joinder to Guarantee and Collateral Agreement of even date herewith from WMS (as further amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not otherwise defined in the Guarantee and Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such intent-to-use applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. 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, dilution, misappropriation, violation, 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.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

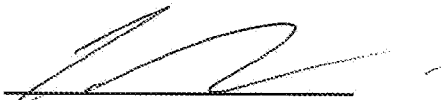
7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of Grantor, and at the expense of Grantor, the Administrative Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

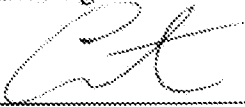
GRANTOR:

WORKPLACE MODULAR SYSTEMS, LLC,
a Delaware limited liability company

By: 
Name: Christopher C. Lin
Title: Vice President and Secretary

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 
Name: Eric Petersen
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ACCELERATION)]

TRADEMARK
REEL: 008028 FRAME: 0559

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS REGISTRATIONS

Trademark Owner	Trademark	Ser. No. and Filing Date	Reg. No. and Reg. Date	Country
Workplace Modular Systems, LLC	DIRECT DRIVE	90/284,685 10/28/2020	6,840,237 09/06/2022	US
Workplace Modular Systems, LLC	THE RESULT IS QUALITY	78/161,560 09/06/2002	3,237,852 05/01/2007	US
Workplace Modular Systems, LLC	WORKPLACE	75/437,636 02/20/1998	2,806,024 01/20/2004	US
Workplace Modular Systems, LLC	WORKPLACE	78/117,921 03/27/2002	2,984,874 08/16/2005	US
Workplace Modular Systems, LLC	WORKPLACE	1164285 01/09/2003	TMAA621983 10/06/2004	Canada
Workplace Modular Systems, LLC	WORKPLACE	0879377 05/25/1998	TMAA565288 07/26/2002	Canada
Workplace Modular Systems, LLC	DIRECT DRIVE	M2578760 04/24/2021	1600565 04/23/2021	Mexico
Workplace Modular Systems, LLC	DIRECT DRIVE	1600565 04/23/2021	1600565 04/23/2021	WIPO Designations: Canada, Mexico

TRADEMARKS APPLICATIONS

Trademark Owner	Trademark	Ser. No. and Filing Date	Reg. No. and Reg. Date	Country
Workplace Modular Systems, LLC	DIRECT DRIVE	2119334 04/24/2021		Canada