

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numerically Automated Cutting Systems, LLC		12/29/2022	Limited Liability Company: DELAWARE
Langmuir Systems LLC		12/29/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 N. Meridian Street, Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Financial Institution: INDIANA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	78703611	SHOP SABRE	
Serial Number:	87833421	CROSSFIRE	
Serial Number:	88303176	PLASMA DEFENSE	
Serial Number:	88351877	SIGN MASTER	
Serial Number:	90275141	DUST DOCK	
Serial Number:	90275225	SIDEKICK 8	
Serial Number:	90281801	SIDEKICK	
Serial Number:	90321250	ARCFLAT	
Serial Number:	97517301	MR-1	
Serial Number:	97725866	SABRENATION	
Serial Number:	97725885	SABRENATION	
Serial Number:	97725897	SHOPSABRE	
Serial Number:	97725914	SHOPMASTER	
Serial Number:	97725927	SABRESHIELD	
Serial Number:	97725947	SABRESHIELD	
CORRESPONDENCE DATA			

OP \$390.00 78703611

Fax Number: 3172317433

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: 317-236-1313

Email: jgard@btlaw.com

Correspondent Name: Julia S. Gard/Barnes & Thornburg LLP

Address Line 1: 11 South Meridian Street

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	18298-52
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NAME OF SUBMITTER:	Julia Spoor Gard
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SIGNATURE:	/jgard/
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DATE SIGNED:	04/28/2023
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Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Numerically Automated Cutting Systems, LLC, a Delaware limited liability company and Langmuir Systems LLC, a California limited liability company (collectively, the “Grantor”), hereby confirms its grant to FIRST MERCHANTS BANK, in its capacity as Administrative Agent (as defined in the Security Agreement (as defined below)) (the “Grantee”), of a continuing security interest in (a) all of the Grantor’s right, title and interest in, to and under to the United States registered trademarks set forth on Schedule A attached hereto, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the “Marks”), (b) all rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks, in each case to the extent of the terms of the Security Agreement (as defined below); provided, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the satisfactory performance and payment of the Obligations of the Grantor, as such term is defined in the Amended and Restated General Security and Pledge Agreement among the Grantor, ShopSabre Holding Company, LLC, ShopSabre Blocker, Inc. and the Grantee, dated as of December 29, 2022 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 29th day of December, 2022.

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[Trademark Security Agreement]

TRADEMARK

REEL: 008055 FRAME: 0042

"GRANTOR"

NUMERICALLY AUTOMATED CUTTING
SYSTEMS, LLC

By: Tucker D. Cowden
Tucker D. Cowden, Vice President
and Assistant Secretary

LANGMUIR SYSTEMS LLC

By: Tucker D. Cowden
Tucker D. Cowden, Vice President
and Assistant Secretary

"GRANTEE"

FIRST MERCHANTS BANK,
as Administrative Agent

By: _____
Cameron Gerst, Vice President

[Trademark Security Agreement]

TRADEMARK
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“GRANTOR”

NUMERICALLY AUTOMATED CUTTING
SYSTEMS, LLC


By: _____
Tucker D. Cowden, Vice President
and Assistant Secretary

LANGMUIR SYSTEMS LLC

By: _____
Tucker D. Cowden, Vice President
and Assistant Secretary

“GRANTEE”

FIRST MERCHANTS BANK,
as Administrative Agent

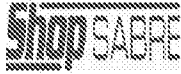




By:  _____
Cameron Gerst, Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 008055 FRAME: 0044

SCHEDULE A

Trademarks

Mark	App. No.	File Date	Reg. No.	Reg. Date
	78703611	August 30, 2005	3126746	August 8, 2006
CROSSFIRE	87833421	March 14, 2018	5589767	October 23, 2018
	88303176	February 15, 2019	5866635	September 24, 2019
	88351877	March 22, 2019	5935817	December 17, 2019
DUST DOCK	90275141	October 23, 2020	6506189	October 5, 2021
SIDEKICK 8	90275225	October 23, 2020	6418740	July 13, 2021
SIDEKICK	90281801	October 27, 2020	6559088	November 16, 2020
ARCFLAT	90321250	November 16, 2020	6668283	March 8, 2022
SABRESHIELD	97301013	March 8, 2022		
MR-1	97517301	July 24, 2022		
	97725866	December 20, 2022		
SABRENATION	97725885	December 20, 2022		
SHOPSABRE	97725897	December 20, 2022		
SHOPMASTER	97725914	December 20, 2022		
SABRESHIELD	97725927	December 20, 2022		
	97725947	December 20, 2022		

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