

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSOLIDATED SMART SYSTEMS, LLC		12/15/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK, as administrative agent		
Street Address:	P.O. Box 7889		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77387-7889		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98169003	SMARTAIRA	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	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:	87714.2		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	12/20/2023		
Total Attachments: 5			
source=08. Trademark Security Agreement (Smartaria)#page1.tif			
source=08. Trademark Security Agreement (Smartaria)#page2.tif			
source=08. Trademark Security Agreement (Smartaria)#page3.tif			

CH \$40.00 98169003

source=08. Trademark Security Agreement (Smartaria)#page4.tif
source=08. Trademark Security Agreement (Smartaria)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2023 (the “Trademark Security Agreement”), is by CONSOLIDATED SMART SYSTEMS, LLC, a California limited liability company (“Grantor”), in favor of WOODFOREST NATIONAL BANK, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other Debtor party thereto, and Woodforest National Bank, as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (a) the trademark application set forth in Schedule 1, together with any renewals or extensions thereof;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other Trademark rights therein (as defined under the Security Agreement);
- (d) all rights of Grantor to use and/or sell any of the foregoing; and
- (e) the portion of the business to which each trademark pertains, in each case constituting Collateral.

2. Security Agreement. This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Governing Law. This Trademark Security Agreement and any claims, 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 Law of the State of New York.

4. 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. This Trademark Security Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Signatures On Following Page]

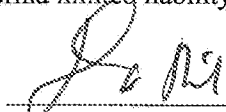
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

CONSOLIDATED SMART SYSTEMS, LLC,
a California limited liability company

By:



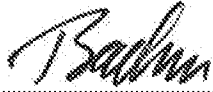
Name: Darren Rish

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WOODFOREST NATIONAL BANK

By:



.....
Name: Timothy Sackson

Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

TRADEMARK APPLICATIONS

U.S. Serial No. 98169003 (“SMARTAIRA”), owned by Consolidated Smart Systems, LLC.

TRADEMARK

REEL: 008295 FRAME: 0507

RECORDED: 12/20/2023