

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMETAC ACQUISITION, LLC		06/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TECUM CAPITAL PARTNERS II, L.P.		
Street Address:	8000 Brooktree Road		
Internal Address:	Suite 310		
City:	Wexford		
State/Country:	PENNSYLVANIA		
Postal Code:	15090		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5605726	PRIMETAC	
Registration Number:	5673001	PREMIER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165863939		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	629339-610001		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	06/14/2019		
Total Attachments: 5			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE INTERCREDITOR AND SUBORDINATION AGREEMENT ENTERED INTO ON JUNE 14 2019 AND EFFECTIVE ON JUNE 14, 2019, BY AND AMONG TECUM CAPITAL PARTNERS II, L.P., PEAPACK-GLADSTONE BANK, AND THE OBLIGORS, AS DEFINED THEREIN, AS THE SAME MAY FROM TIME TO TIME BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of June 14, 2019, is made by and between **PRIMETAC ACQUISITION, LLC**, a Delaware limited liability company ("**Grantor**"), and **TECUM CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership ("**Secured Party**").

WHEREAS, Grantor has entered into a Note Purchase and Security Agreement, dated as of the date hereof (as amended, supplemented and otherwise modified from time to time, the "**Note Purchase Agreement**"), with Secured Party; and

WHEREAS, under the terms of the Note Purchase Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

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

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) 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;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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.

2. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. **Note Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This IP 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** The provisions of Sections 9.1, 9.18, 9.20 and 9.21 of the Note Purchase Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

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

PRIMETAC ACQUISITION, LLC

By: *Paul Riley*

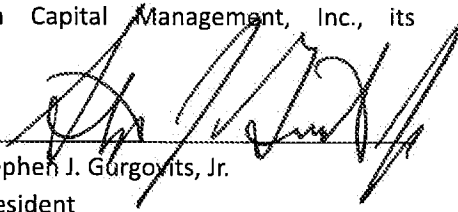
Name: *Paul Riley*

Title: *Vice president*

TECUM CAPITAL PARTNERS II, L.P.

By: Tecum Capital Partners II, LLC, its
General Partner

By: Tecum Capital Management, Inc., its
Manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President

SCHEDULES

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Name	Status	Filing Date	Serial# / Registration #
Primetac Acquisition, LLC	Primetac	Registered	March 14, 2018	87-834,148 / 5,605,726
Primetac Acquisition, LLC	Premier	Registered	March 14, 2018	87-834,156/ 5,673,001