

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Identity Solutions, Inc.		06/30/2021	Corporation: ILLINOIS
Stratus Unlimited LLC		06/30/2021	Limited Liability Company: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Registration Number:	5160658	ICON	
Registration Number:	2521975	ICON IDENTITY SOLUTIONS	
Registration Number:	6091618	BUILDING BETTER BRANDS	
Registration Number:	6070138	MC GROUP	
Registration Number:	6330589	STRATUS	
Registration Number:	3346884	SIGN ON. PARTNER WITH THE BEST.	
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:	96939-30570		
NAME OF SUBMITTER:	Dusan Clark		

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SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/01/2021
Total Attachments: 5 source=Project Sky - Trademark Security Agreement (Executed) 270056120_1#page1.tif source=Project Sky - Trademark Security Agreement (Executed) 270056120_1#page2.tif source=Project Sky - Trademark Security Agreement (Executed) 270056120_1#page3.tif source=Project Sky - Trademark Security Agreement (Executed) 270056120_1#page4.tif source=Project Sky - Trademark Security Agreement (Executed) 270056120_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2021 (this “Trademark Security Agreement”), made by Icon Identity Solutions, Inc., an Illinois corporation and Stratus Unlimited LLC, a Delaware limited liability company (each the “Grantor” and collectively the “Grantors”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Stratus Merger Subsidiary Inc., a Delaware corporation (the “Initial Borrower”), MC Group Ventures Corporation, a Delaware corporation (the “Borrower”), Stratus Unlimited Holdings Inc., a Delaware corporation (“Holdings”), each Lender from time to time party thereto, Churchill Agency Services LLC, as Administrative Agent and Collateral Agent and the other parties thereto from time to time, (ii) each Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantors are party to a Security Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantors’ right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement or other impairment of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

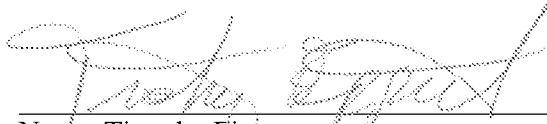
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at the written request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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

ICON IDENTITY SOLUTIONS, INC.,
as a Grantor

By: 
Name: Timothy Eippert
Title: Chief Executive Officer

STRATUS UNLIMITED LLC,
as a Grantor

By: 
Name: Timothy Eippert
Title: Chief Executive Officer

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: 
Name: Mathew Linett
Title: Senior Managing Director

SCHEDULE I
 to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark	Jurisdiction	Application Number	Registered Number	Application Date	Registration Date	Status	Owner
ICON	U.S. Federal	87127276	5160658	8/4/2016	3/14/2017	Registered	Icon Identity Solutions, Inc.
ICON IDENTITY SOLUTIONS	U.S. Federal	76054529	2521975	5/23/2000	12/25/2001	Registered	Icon Identity Solutions, Inc.
BUILDING BETTER BRANDS	U.S. Federal	88088225	6091618	8/22/2018	6/30/2020	Registered	Stratus Unlimited LLC
MC GROUP	U.S. Federal	88088441	6070138	8/22/2018	6/2/2020	Registered	Stratus Unlimited LLC
STRATUS	U.S. Federal	90026456	6330589	6/29/2020	4/20/2021	Registered	Stratus Unlimited LLC
SIGN ON. PARTNER WITH THE BEST.	U.S. Federal	77051071	3346884	11/27/2006	12/4/2007	Registered	Stratus Unlimited LLC