

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	JOINDER AND FIRST AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVANCEZ, LLC		08/26/2021	Limited Liability Company: MICHIGAN
ANDROID INDUSTRIES, L.L.C.		08/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as agent		
Street Address:	135 South LaSalle Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5136334	AVANCEZ	
Registration Number:	3026699	AI	
Registration Number:	3867993	ANDROID	
Registration Number:	3726491	ANDROID	
Registration Number:	2925347	OSR	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmilller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	02795.00.0185		

CH \$140.00 5136334

NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	08/27/2021
Total Attachments: 4 source=02795.00.0185 - Joinder and First Amendment to Trademark and License Security Agreement (002)#page1.tif source=02795.00.0185 - Joinder and First Amendment to Trademark and License Security Agreement (002)#page2.tif source=02795.00.0185 - Joinder and First Amendment to Trademark and License Security Agreement (002)#page3.tif source=02795.00.0185 - Joinder and First Amendment to Trademark and License Security Agreement (002)#page4.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE “**INTERCREDITOR AGREEMENT**”), DATED AS OF AUGUST 26, 2021, AMONG (i) BANK OF AMERICA, AS REVOLVING LOAN AGENT, AND (ii) SANTANDER BANK, N.A., AS TERM LOAN AGENT.

**JOINDER AND FIRST AMENDMENT TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS JOINDER AND FIRST AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (this “Amendment”) is entered into as of August 26, 2021 by each Grantor listed in the signature pages hereof in favor of BANK OF AMERICA, N.A., in its capacity as agent for itself and the other Lenders (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, each Grantor (collectively, “Borrower”), the lender signatories thereto (“Lenders”) and Agent have entered into that certain Joinder and Second Amendment to Loan and Security Agreement of even date herewith, amending that certain Loan and Security Agreement, dated as of December 5, 2017 (as be amended, restated, supplemented, modified or otherwise changed from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the Loan Agreement, Avancez, LLC granted Grantee a continuing security interest in all right, title and interest to its trademarks by executing a Trademark and License Security Agreement dated as of December 5, 2017, in favor of the Grantee (“Agreement”), which was recorded with (a) the United States Patent and Trademark Office on January 04, 2018 at Reel/Frame 6222/0948 and (b) the Government of Canada on January 03, 2018 at Vol. 65 Issue 3297; and

WHEREAS, Agent and Lenders are unwilling to execute the Amendment unless, among other things, ANDROID INDUSTRIES, L.L.C. (the “New Grantor”) has agreed to join the Amendment as a co-grantor; and

WHEREAS, each Grantor intends to update Schedule A of the Agreement to reflect the trademarks each Grantor currently owns.

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Joinder.

1.1 Upon the effectiveness of this Amendment, New Grantor joins in, assumes, adopts and becomes a Grantor under the Agreement. All references to Grantor or Grantors contained in the Agreement and the Amendment are hereby deemed, for all purposes, to refer to and include New Grantor, and New Grantor agrees to comply with all of the terms and conditions

of the Agreement and from and after the date hereof New Grantor agrees to comply with all of the terms and conditions of the Agreement.

1.2 Without limiting the generality of the provisions of subparagraph 1.1 above, New Grantor is hereby liable, on a joint and several basis, along with Avancez, LLC for all obligations under the Agreement.

2. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.

3. Amendments of the Agreement. Schedule A to the Agreement is hereby supplemented to include Schedule A attached hereto.

4. Reaffirmation. Except as specifically set forth herein, the Agreement remains in full force and effect, and each Grantor hereby ratifies and affirms all terms and conditions in the Agreement.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or “.PDF” copy of a signature page hereto shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

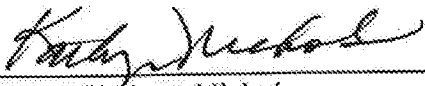
(Signature Page to Joinder and First Amendment to Trademark and License Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be duly executed as of the date first above written.

GRANTORS:

AVANCEZ, LLC

ANDROID INDUSTRIES, L.L.C.

By 
Name: Kathryn Nichols
Title: Chief Executive Officer and
President

SCHEDULE A
TRADEMARKS

Trademark	Grantor	Country	Status in Trademark Office	Federal Reg. or App. No.	Filing Date
AVANCEZ	Avancez, LLC	CANADA	Filed	1788471	6/23/2016
		US	Registered	5,136,334	6/6/2016
AI	Android Industries, L.L.C.	US	Registered	3,026,699	2/10/2004
ANDROID	Android Industries, L.L.C.	CANADA	Registered	TMA832084	9/17/2012
ANDROID	Android Industries, L.L.C.	US	Registered	3,867,993	7/11/2008
ANDROID	Android Industries, L.L.C.	US	Registered	3,726,491	10/29/2008
OSR	Android Industries, L.L.C.	US	Registered	2,925,347	2/10/2004
AVANCEZ	Android Industries, L.L.C.	CANADA	Registered	TMA1003943	06/23/2016