

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBK CONCEPTS, LLC		07/22/2022	Limited Liability Company: FLORIDA
BAR CODE DIRECT, LLC		07/22/2022	Limited Liability Company: MASSACHUSETTS
PEAK TECHNOLOGIES, INC.		07/22/2022	Corporation: ILLINOIS
SIENA ANALYTICS, LLC		07/22/2022	Limited Liability Company: MASSACHUSETTS
LNL SYSTEMS, LLC		07/22/2022	Limited Liability Company: MASSACHUSETTS
INOVITY, INC.		07/22/2022	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	SOUND POINT AGENCY LLC
<b>Street Address:</b>	375 Park Avenue, 33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
<b>Registration Number:</b>	2630306	DBK SERVTRACK
<b>Registration Number:</b>	2178005	DBK CONCEPTS
<b>Registration Number:</b>	4107986	BAR CODE DIRECT
<b>Registration Number:</b>	4107984	BAR CODE DIRECT
<b>Registration Number:</b>	2514913	BAR CODE DIRECT
<b>Registration Number:</b>	3919264	MANAGE MOBILITY
<b>Registration Number:</b>	2593103	PEAK PERFORMANCE
<b>Registration Number:</b>	4569068	PEAK-RYZEX
<b>Registration Number:</b>	3020993	RYZEX
<b>Registration Number:</b>	2473666	TELPAR
<b>Registration Number:</b>	6639594	PEAK TECHNOLOGIES
<b>Registration Number:</b>	4134684	DURACODE

TRADEMARK

REEL: 007806 FRAME: 0841

900710109

OP \$515.00 2630306

Property Type	Number	Word Mark
Registration Number:	6108577	SIENA INSIGHTS
Registration Number:	5001113	FLORCOMM
Registration Number:	5309652	FLORCHAT
Registration Number:	5309653	FLORLINK SMARTHUB
Registration Number:	5265722	FLORDATA
Registration Number:	5309654	FLORCALL
Registration Number:	5400854	FLORALERT
Registration Number:	5230775	AUTOMATION IQ

**CORRESPONDENCE DATA**

**Fax Number:** 7045032622  
*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:** 7045032600  
**Email:** msheehan@kslaw.com  
**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 300 S. Tryon St., Ste 1700  
**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	30520.515004
<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/s/ Moira Sheehan
<b>DATE SIGNED:</b>	07/29/2022

**Total Attachments: 7**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this July 22, 2022, by and between DBK CONCEPTS, LLC, a Florida limited liability company, BAR CODE DIRECT, LLC, a Massachusetts limited liability company, PEAK TECHNOLOGIES, INC., an Illinois corporation, SIENA ANALYTICS, LLC, a Massachusetts limited liability company, LNL SYSTEMS, LLC, a Massachusetts limited liability company, INOVITY, INC., a Georgia corporation (each a “Grantor” and collectively, the “Grantors”), and SOUND POINT AGENCY LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 22, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among AIDC IntermediateCo 1, LLC, a Delaware limited liability company (the “Parent”), AIDC IntermediateCo 2, LLC, a Delaware limited liability company (the “Borrower”), the lenders party thereto as lenders (such lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Security Agreement, dated as of July 22, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in such Grantor's 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and such Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO

CONFLICTS OF LAWS PRINCIPLES. EACH GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTORS AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTORS AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTORS AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

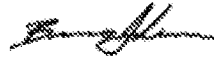
9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

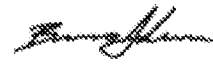
**DBK CONCEPTS LLC**, a Florida limited liability company

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory

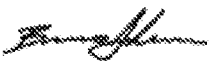
**BAR CODE DIRECT, LLC**, a Massachusetts limited liability company

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory

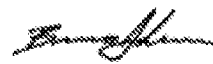
**PEAK TECHNOLOGIES, INC.**, an Illinois corporation

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory


**SIENA ANALYTICS LLC**, a Massachusetts limited liability company

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory

**LNL SYSTEMS, LLC**, a Massachusetts limited liability company

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory

**INOVITY, INC.**, a Georgia corporation

By:   
\_\_\_\_\_  
Name: Bruno Adoric  
Title: Authorized Signatory

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**SOUND POINT AGENCY LLC, as Agent**

By:   
Name: Andrew Eversfield  
Title: Duly Authorized Signatory

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
Trademark Registrations/Applications

Grantor	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
DBK Concepts, LLC	DBK SERVTRACK	United States	Active	76169669	11/21/00	2630306	10/08/02
DBK Concepts, LLC	DBK CONCEPTS	United States	Active	75232442	01/28/97	2178005	08/04/98
Bar Code Direct, LLC	BAR CODE DIRECT	United States	Active	85330836	05/26/11	4107986	03/06/12
Bar Code Direct, LLC	BAR CODE DIRECT	United States	Active	85330688	05/26/11	4107984	03/06/12
Bar Code Direct, LLC	BAR CODE DIRECT	United States	Active	76156150	10/30/20	2514913	12/04/01
Peak Technologies, Inc.	MANAGE MOBILITY	United States	Active	85041810	5/18/2010	3919264	2/15/2011
Peak Technologies, Inc.	PEAK PERFORMANCE	United States	Active	78071722	6/29/2001	2593103	7/9/2002
Peak Technologies, Inc.	PEAK-RYZEX	United States	Active	85791869	11/30/2012	4569068	7/15/2014



Grantor	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
Peak Technologies, Inc.	RYZEX	United States	Active	78533013	12/15/2004	3020993	11/29/2004
Peak Technologies, Inc.	TELPAR	United States	Active	76102891	8/4/2000	2473666	7/31/2001
Peak Technologies, Inc.	PEAK TECHNOLOGIES AND DESIGN	United States	Active	88301742	2/14/2019	6639594	2/8/2022
Peak Technologies, Inc.	DURACODE	United States	Active	85401132	8/18/2011	4134684	5/1/2012
Sienna Analytics, LLC	SIENA INSIGHTS	United States	Active	88174895	10/30/2018	6108577	7/21/2020
LNL Systems, LLC	FLORCOMM	United States	Active	86595736	4/13/2015	5001113	7/19/2016
LNL Systems, LLC	FLORCHAT	United States	Active	87308487	1/20/2017	5309652	10/17/2017
LNL Systems, LLC	FLORLINK SMARTHUB	United States	Active	87308500	1/20/2017	5309653	10/17/2017
LNL Systems, LLC	FLOORDATA	United States	Active	87308510	1/20/2017	5265722	8/15/2017
LNL Systems, LLC	FLORCALL	United States	Active	87308527	1/20/2017	5309654	10/17/2017
LNL Systems, LLC	FLORALERT	United States	Active	87533528	7/19/2017	5400854	2/13/2018
Inovity, Inc.	AUTOMATION IQ	United States	Active	87026124	5/5/2016	5230775	6/27/2017