

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM532524

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 4th Source Mexico, LLC | | 11/15/2018 | Limited Liability Company: |
| AN Global, LLC | | 11/15/2018 | Limited Liability Company: |
| AN USA Inc. | | 11/15/2018 | Corporation: |
| 4th Source Bidco Inc. | | 11/15/2018 | Corporation: |
| 4th Source Inc. | | 11/15/2018 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Monroe Capital Management Advisors, LLC, as Administrative Agent | | |
| Street Address: | 311 South Wacker Drive, Suite 6400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5390259 | AN GLOBAL | |
| Registration Number: | 5390260 | AN | |
| Registration Number: | 5390261 | THE POWER OF AN | |
| Registration Number: | 5395254 | AN GLOBAL | |
| Registration Number: | 5395255 | AN | |
| Registration Number: | 3543105 | PROXIMITY MATTERS | |
| Registration Number: | 3087681 | 4TH SOURCE | |
| Serial Number: | 87863769 | 4 | |
| Serial Number: | 87949189 | DIGITAL STRONG | |
| Serial Number: | 87949193 | PERSISTENT TEAM | |
| 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 | | |

CH \$265.00 5390259

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: | 91012-30150 |
|--------------------------------|-------------|

| | |
|---------------------------|-------------|
| NAME OF SUBMITTER: | Dusan Clark |
|---------------------------|-------------|

| | |
|-------------------|---------------|
| SIGNATURE: | /Dusan Clark/ |
|-------------------|---------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 07/18/2019 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of November 15, 2018, among the Grantors party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by such Grantor against third parties for past, present or future infringement of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s name, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent to use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto; and (b) the right to obtain all renewals thereof.


THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.


[Signature pages follow]

s Trademark Security Agreement as of the date stated in the


4th SOURCE MEXICO, LLC

By: 
Name: Manuel Sandoval
Title: President

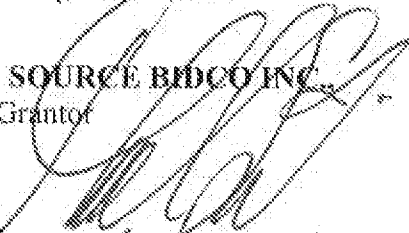
AN GLOBAL, LLC,
as a Grantor

By: 
Name: Daniel Sandoval
Title: President


AN USA INC.,
as a Grantor

By: 
Name: Daniel Sandoval
Title: President

4TH SOURCE BIDCO INC.,
as a Grantor

By: 
Name: Manuel Sandoval
Title: President

4TH SOURCE INC.,
as a Grantor

By: 
Name: Daniel Sandoval
Title: President

Signature page to Trademark Security Agreement

Acknowledged:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: 
Name: Alex Franky
Title: Managing Director

Signature page to Trademark Security Agreement

**TRADEMARK
REEL: 006697 FRAME: 0730**


SCHEDULE 1

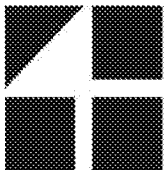
TRADEMARK COLLATERAL

Trademark Registrations:

| Title | Country | App. No. / Filing Date | Trademark No. / Issue Date | Owner |
|-------------------|---------------|-----------------------------|----------------------------------|----------------|
| AN GLOBAL | United States | 8749776 Jun 7, 2017 | 5390259 Jan 30, 2018 | AN USA |
| AN | United States | 87479781 Jun 7, 2017 | 5390260 Jan 30, 2018 | AN USA |
| THE POWER OF AN | United States | 87479786 Jun 7, 2017 | 5390261 Jan 30, 2018 | AN USA |
| AN GLOBAL | United States | 87511691 Jun 29, 2017 | 5395254 Feb 6, 2018 | AN USA |
| AN | United States | 87511701 Jun 29, 2017 | 5395255 Feb 6, 2018 | AN USA |
| PROXIMITY MATTERS | United States | 77449226 Apr 16, 2008 | 3543105 Dec 9, 2008 | 4TH SOURCE LLC |
| 4TH SOURCE | United States | 78635742 May 24, 2005 | 3087681 May 2, 2006 | 4TH SOURCE LLC |

Trademark Applications:

| Title | Country | App. No. / Filing Date | Owner |
|--|------------------|-----------------------------|-------------------|
| YLÈVE | United States | 79237060 Feb 14, 2018 | AN GLOBAL, LLC |
|  THE LIBRARY | United States | 79237076 | AN GLOBAL, LLC |

| | | | |
|--|------------------|-----------------------------|-------------------|
| THE LIBRARY | | Feb 15, 2018 | |
| 4  | United States | 87863769 Apr 4, 2018 | 4TH SOURCE LLC |
| DIGITAL STRONG | United States | 87949189 Jun 5, 2018 | 4TH SOURCE LLC |
| PERSISTENT TEAM | United States | 87949193 Jun 5, 2018 | 4TH SOURCE LLC |