

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENTRY CENTERS HOLDINGS LLC		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC., as administrative agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4604001	CONVENE	
Registration Number:	3138968		
Registration Number:	3066654	THE HUB	
Serial Number:	87482109	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19623810		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	07/15/2020		
Total Attachments: 6	source=13. Trademark Security Agreement (736588642_1)#page1.tif		

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by the signatory party hereto (the “Grantor”), in favor of GOLDMAN SACHS BDC, INC., as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”), for all of the Secured Parties under the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement referred to below.

WHEREAS, the Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among SENTRY CENTERS HOLDINGS LLC, a Delaware limited liability company, CONVENE 237 PARK AVENUE, LLC, a Delaware limited liability company, as borrower representative (in its individual capacity, “Convene 237 Park Avenue”), as borrower representative, the other borrowers party thereto from time to time (collectively with Convene 237 Park Avenue, the “Borrowers”), the financial institutions from time to time party thereto (collectively, the “Lenders”), Agent and BARCLAYS BANK PLC, as Revolving Agent, the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Borrowers and the other Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the Borrowers and the Grantor entered into that certain Guarantee and Collateral Agreement, dated as of August 30, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), pursuant to which the Grantor granted to the Agent, as agent for the Secured Parties, a continuing security interest in, among other Collateral, the Trademarks of the Grantor and agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and any other appropriate Governmental Authorities;

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

Section 1. Incorporation of Collateral Agreement and Credit Agreement. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement. The Credit Agreement and the Collateral Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the

Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 4. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

Section 5. Binding Effect. This Trademark Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Agent and its successors and assigns.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

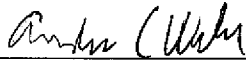
Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SENTRY CENTERS HOLDINGS, LLC, as
Grantor

By: 
Name: Andrew Webb
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006998 FRAME: 0957

ACKNOWLEDGED AND AGREED

as of the date first above written:

GOLDMAN SACHS BDC, INC., as Agent

A handwritten signature in cursive script, appearing to read "David Yu", is positioned to the right of a vertical dotted line.

By: _____

Name: David Yu

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations


FEDERAL REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Country
Sentry Centers Holdings LLC	CONVENE	4,604,001	USA

TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Country
Sentry Centers Holdings LLC	ELEVATE	87/482109	USA

SERVICE MARKS

Owner	Mark	Registration No.	Registration Date	Class
Sentry Centers Holdings LLC	THE HUB design mark (triangular logo) 	3,138,968	March 7, 2006	035
Sentry Centers Holdings LLC	THE HUB word mark THE HUB	3,066,654	March 7, 2006	035