

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILSHIRE ADVISORS LLC	FORMERLY WILSHIRE ASSOCIATES INCORPORATED	01/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1313374	WILSHIRE 5000	
<b>Registration Number:</b>	1280923	WILSHIRE	
<b>Registration Number:</b>	1215218	TRUST UNIVERSE COMPARISON SERVICE	
<b>Registration Number:</b>	1176509	TUCS	
<b>Registration Number:</b>	5029550	W WILSHIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.451		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		

CH \$140.00 1313374

<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	01/08/2021
<b>Total Attachments: 5</b> source=Project Monica - Trademark Security Agreement - 1-8-21#page1.tif source=Project Monica - Trademark Security Agreement - 1-8-21#page2.tif source=Project Monica - Trademark Security Agreement - 1-8-21#page3.tif source=Project Monica - Trademark Security Agreement - 1-8-21#page4.tif source=Project Monica - Trademark Security Agreement - 1-8-21#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of January 8, 2021, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of ARES CAPITAL CORPORATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement referred to therein.

WHEREAS, MONICA HOLDCO (US), INC., a Delaware corporation (the "Borrower"), MONICA GUARANTOR, LP, a Delaware limited partnership ("Parent Holdings"), MONICA UK PARENT LIMITED, a limited company organized under the laws of Jersey ("Jersey Holdings"), and together with Parent Holdings, the "Holding Companies"), MONICA HOLDCO (UK) LIMITED, a private limited company organized under the laws of England and Wales ("UK Holdings"), ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent and each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the Credit Agreement, dated as of January 8, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth on Schedule A attached hereto (excluding any Excluded Property) (the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the

payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


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. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]


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

**WILSHIRE ADVISORS LLC (F/K/A WILSHIRE ASSOCIATES INCORPORATED), as Grantor**

By:   
Name: Nicholas Teunon  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:   
Name: David Schwartz  
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Registered Owner<sup>1</sup></b>	<b>Grantor</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
Wilshire Associates Incorporated	Wilshire Advisors LLC	WILSHIRE 5000	1313374
Wilshire Associates Incorporated	Wilshire Advisors LLC	WILSHIRE	1280923
Wilshire Associates Incorporated	Wilshire Advisors LLC	TRUST UNIVERSE COMPARISON SERVICE	1215218
Wilshire Associates Incorporated	Wilshire Advisors LLC	TUCS	1176509
Wilshire Associates Incorporated	Wilshire Advisors LLC	W WILSHIRE (logo)	5029550

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<sup>1</sup> Title update to be made with USPTO to reflect grantor as registered owner.