

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Buildout ReThink Acquisition, Inc.		02/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saratoga Investment Corp. SBIC II LP, as Administrative Agent		
<b>Street Address:</b>	535 Madison Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5878592	THE FUTURE OF CRE DEALMAKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202-4003		
<b>ATTORNEY DOCKET NUMBER:</b>	036806.000078		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	02/15/2021		
<b>Total Attachments: 3</b>			
source=TSA from Buildout ReThink Acquisition, Inc. to Saratoga Investment Corp. SBIC II LP, as AA#page1.tif			
source=TSA from Buildout ReThink Acquisition, Inc. to Saratoga Investment Corp. SBIC II LP, as AA#page2.tif			
source=TSA from Buildout ReThink Acquisition, Inc. to Saratoga Investment Corp. SBIC II LP, as AA#page3.tif			

OP \$40.00 5878592

**SECURITY AGREEMENT**

**(TRADEMARKS)**

February 12, 2021

WHEREAS, BUILDOUT RETHINK ACQUISITION, INC., a Delaware corporation (herein referred to as “Grantor”), has adopted, has used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor is obligated to SARATOGA INVESTMENT CORP. SBIC II LP, as administrative agent (referred to herein as the “Grantee”) and the other Secured Parties as defined in the Pledge and Security Agreement dated as of July 9, 2020 (as amended, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee’s address is 535 Madison Avenue, 4<sup>th</sup> Floor, New York, New York 10022.

This Security Agreement (Trademarks) shall be construed in accordance with and governed by the Laws of the State of New York without regard to any conflicts of laws principles thereof that would call for the application of the Laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**BUILDOUT RETHINK ACQUISITION, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Daniel J. Haynes

Title: Vice President and Treasurer

**Schedule 1**

**Buildout ReThink Acquisition, Inc.**  
**(Delaware corporation)**

**U.S. Trademark**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
THE FUTURE OF CRE DEALMAKING	5878592	10/08/2019