

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648270

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEG Holdco, Inc.		11/18/2019	Corporation: DELAWARE
Planet Equity Group, LLC		11/18/2019	Limited Liability Company: ILLINOIS
Planet Forward, LLC		11/18/2019	Limited Liability Company: ILLINOIS
Treximo LLC		11/18/2019	Limited Liability Company: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	BSP Agency, LLC, as Administrative Agent
<b>Street Address:</b>	9 West 57th Street
<b>Internal Address:</b>	Suite 4920
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Serial Number:</b>	88256930	THE PLANET GROUP
<b>Registration Number:</b>	4781422	PFES
<b>Registration Number:</b>	5057288	PLANET HEALTHCARE
<b>Registration Number:</b>	5030323	PLANET INTERACTIVE
<b>Registration Number:</b>	4249657	PLANET PHARMA
<b>Registration Number:</b>	5495617	TREXIMO
<b>Registration Number:</b>	3575505	PLANET FORWARD
<b>Registration Number:</b>	3274874	COMPUTER SYSTEMS VALIDATION BOOT CAMP
<b>Registration Number:</b>	4459644	E
<b>Registration Number:</b>	4276946	ENCOTA
<b>Registration Number:</b>	2743300	
<b>Registration Number:</b>	2735258	PRAXIS MANAGEMENT INTERNATIONAL, LLC.
<b>Registration Number:</b>	3334819	PMGROW

CH \$440.00 88256930

Property Type	Number	Word Mark
Registration Number:	4730487	PRAXIS LIFE SCIENCES
Registration Number:	4730488	P PRAXIS LIFE SCIENCES
Registration Number:	2732828	PRAXIS MANAGEMENT INTERNATIONAL, LLC
Registration Number:	2743299	FROM VISION TO REALITY

**CORRESPONDENCE DATA**

Fax Number: 2024083141  
*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: 2024083141  
Email: jean.paterson@cscglobal.com  
Correspondent Name: CSC  
Address Line 1: 1090 Vermont Avenue, NW  
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	817854
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/20/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 18, 2019 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this "*Trademark Security Agreement*"), is made by the entities identified as grantors on the signature pages hereto (individually, a "Grantor" and, collectively, the "*Grantors*") in favor of BSP Agency, LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "*Administrative Agent*").

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of November 18, 2019 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "*Security Agreement*"), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("*USPTO*"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

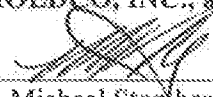
### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**PEG HOLDCO, INC., a Delaware corporation**

By:   
Name: Michael Stenberg  
Title: Chief Executive Officer

**PLANET EQUITY GROUP, LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Name: Timothy Bauwens  
Title: Chief Financial Officer

**PLANET FORWARD, LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Name: Timothy Bauwens  
Title: Chief Financial Officer

**TREXIMO LLC, an Illinois limited liability company**

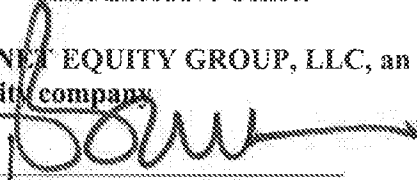
By: \_\_\_\_\_  
Name: Timothy Bauwens  
Title: Chief Financial Officer

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

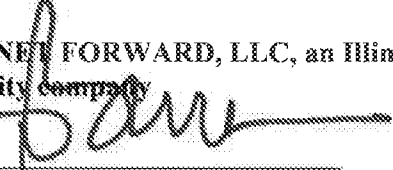
**PEG HOLDCO, INC., a Delaware corporation**

By: \_\_\_\_\_  
Name: Michael Stomberg  
Title: Chief Executive Officer

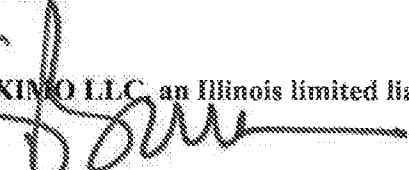
**PLANET EQUITY GROUP, LLC, an Illinois limited liability company**

By:   
Name: Timothy Bauwens  
Title: Chief Financial Officer

**PLANET FORWARD, LLC, an Illinois limited liability company**


By:   
Name: Timothy Bauwens  
Title: Chief Financial Officer

**TREXIMO LLC, an Illinois limited liability company**

By:   
Name: Timothy Bauwens  
Title: Chief Financial Officer



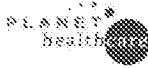


**BSP AGENCY, LLC,**  
as Administrative Agent

By: Benefit Street Partners, L.L.C., its sole Member





By:   
\_\_\_\_\_  
Name: Ira Wishe  
Title: Authorized Signatory

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Grantor/Comments
U.S.		Filing Date 1/10/2019	Serial No. 88/256,930	Allowed	PEG Holdco, Inc. (DE corp.) Statement of Use filed 10/7/2019
U.S.		Filing Date 12/2/2014 Reg. Date 7/28/2015	Serial No. 86/469,417 Reg. No. 4,781,422	Registered	Planet Equity Group, LLC (IL LLC)* Declaration of Use due 7/28/2021
U.S.		Filing Date 7/24/2015 Reg. Date 10/11/2016	Serial No. 86/703,579 Reg. No. 5,057,288	Registered	Planet Equity Group, LLC (IL LLC)* Declaration of Use due 10/11/2022
U.S.		Filing Date 10/22/2015 Reg. Date 8/30/2016	Serial No. 86/796,267 Reg. No. 5,030,323	Registered	Planet Equity Group, LLC (IL LLC)* Declaration of Use due 8/30/2022
U.S.	PLANET PHARMA	Filing Date 4/2/2012 Reg. Date 11/27/2012	Serial No. 85/586,257 Reg. No. 4,249,657	Registered	Planet Equity Group, LLC (IL LLC)* Renewal due 11/27/2022
U.S.	TREXIMO	Filing Date 6/21/2017 Reg. Date 6/19/2018	Serial No. 87/499,242 Reg. No. 5,495,617	Registered	Planet Equity Group, LLC (IL LLC)* Declaration of Use due 6/19/2024
U.S.		Filing Date 6/16/2008 Reg. Date 2/17/2009	Serial No. 77/500,342 Reg. No. 3,575,505	Registered	Planet Forward, LLC (IL LLC)* Renewal due 2/17/2029
U.S.	COMPUTER SYSTEMS VALIDATION BOOT CAMP	Filing Date 5/3/2006	Serial No. 78/875,664	Registered	Treximo LLC (IL LLC)



Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Grantor/Comments
		Reg. Date 8/7/2007	Reg. No. 3,274,874		Renewal due 8/7/2027
U.S.		Filing Date 2/22/2012 Reg. Date 12/31/2013	Serial No. 85/549,596 Reg. No. 4,459,644	Registered	Treximo LLC (IL LLC) Renewal due 12/31/2023
U.S.	ENCOTA	Filing Date 11/9/2011 Reg. Date 1/15/2013	Serial No. 85/468,694 Reg. No. 4,276,946	Registered	Treximo LLC (IL LLC) Renewal due 1/15/2023
U.S.	FROM VISION TO REALITY	Filing Date 1/24/2001 Reg. Date 7/29/2003	Serial No. 76/199,731 Reg. No. 2,743,299	Registered	Treximo LLC (IL LLC) Renewal due 7/29/2023
U.S.		Filing Date 1/24/2001 Reg. Date 7/29/2003	Serial No. 76/199,732 Reg. No. 2,743,300	Registered	Treximo LLC (IL LLC) Renewal due 7/29/2023
U.S.		Filing Date 1/24/2001 Reg. Date 7/8/2003	Serial No. 76/199,734 Reg. No. 2,735,258	Registered	Treximo LLC (IL LLC) Renewal due 7/8/2023
U.S.	PMGrow	Filing Date 5/4/2006 Reg. Date 11/13/2007	Serial No. 78/876,875 Reg. No. 3,334,819	Registered	Treximo LLC (IL LLC) Renewal due 11/13/2027
U.S.	PRAXIS LIFE SCIENCES	Filing Date 6/11/2014 Reg. Date 5/5/2015	Serial No. 86/306,431 Reg. No. 4,730,487	Registered	Treximo LLC (IL LLC) Declaration of Use due 5/5/2021
U.S.		Filing Date 6/11/2014 Reg. Date 5/5/2015	Serial No. 86/306,476 Reg. No. 4,730,488	Registered	Treximo LLC (IL LLC) Declaration of Use due 5/5/2021
U.S.	PRAXIS MANAGEMENT INTERNATIONAL, LLC	Filing Date 1/24/2001 Reg. Date 7/1/2003	Serial No. 76/199,730 Reg. No. 2,732,828	Registered	Treximo LLC (IL LLC) Renewal due 7/1/2023