

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Force Management Holdings I LLC		06/28/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90362883	OPPORTUNITY MANAGER X	
Registration Number:	4509374	X VALUENEGOTIATION	
Registration Number:	5817725	COMMAND OF THE PLAN	
Registration Number:	5818230	COMMAND OF THE SALE	
Registration Number:	6005078	X COMMAND CENTER ENGAGEMENT MANAGEMENT S	
Registration Number:	3043608	FORCEMANAGEMENT	
Registration Number:	3047640	X	
Registration Number:	3043607	WHERE STRATEGY MEETS EXECUTION	
Registration Number:	3479136	SALES EFFECTIVENESS FRAMEWORK	
Registration Number:	3793024	MANAGEMENT OPERATING RHYTHM	
Registration Number:	3929561	COMMAND OF THE MESSAGE	
Registration Number:	3969778	COMMAND OF THE TALENT	
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>			
Email:	mwinston@sheppardmullin.com		
Correspondent Name:	Marshaya Winston		
Address Line 1:	2200 Ross Avenue, 20th Floor		

CH \$315.00 90362883

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	70DW-335932
NAME OF SUBMITTER:	Marshaya Winston
SIGNATURE:	/s/ Marshaya Winston
DATE SIGNED:	06/28/2021
Total Attachments: 5 source=[Force Management] Collateral Assignment of Trademarks (6.2021)#page1.tif source=[Force Management] Collateral Assignment of Trademarks (6.2021)#page2.tif source=[Force Management] Collateral Assignment of Trademarks (6.2021)#page3.tif source=[Force Management] Collateral Assignment of Trademarks (6.2021)#page4.tif source=[Force Management] Collateral Assignment of Trademarks (6.2021)#page5.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

This **COLLATERAL ASSIGNMENT OF TRADEMARKS** dated as of June 28, 2021 (“Agreement”), between **FORCE MANAGEMENT HOLDINGS I LLC**, a Delaware limited liability company (together with its successors and assigns, the “Assignor”) and **CADENCE BANK, N.A.**, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of June 28, 2021 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) Force Management Holdings LLC, a Delaware limited liability company (the “Parent”), (b) upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement), Assignor, (c) the other Persons party thereto as Credit Parties, the lenders party thereto (the “Lenders”) and (d) the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

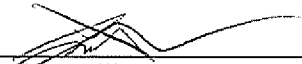
FORCE MANAGEMENT HOLDINGS I LLC,
as Assignor

By: 
Name: Grant Wilson
Title: Chief Executive Officer

(Signature Page to Collateral Assignment of Trademarks)

Accepted and acknowledged by:



CADENCE BANK, N.A.,
as Administrative Agent

By: 
Name: Jonathan Miller
Title: Senior Vice President

(Signature Page to Collateral Assignment of Trademarks)

TRADEMARK
REEL: 007337 FRAME: 0953

SCHEDULE A
TO COLLATERAL ASSIGNMENT OF TRADEMARKS

	Trademarks	Registration No.	Application No.
1.	OPPORTUNITY MANAGER X and Design		90362883
2.	X VALUENEGOTIATION	4509374	85886388
3.	COMMAND OF THE PLAN	5817725	88016696
4.	COMMAND OF THE SALE	5818230	88119747
5.	X COMMAND CENTER ENGAGEMENT MANAGEMENT SYSTEM and Design 	6005078	88141018
6.	FORCEMANAGEMENT	3043608	76593303
7.	X and Design 	3047640	76593304
8.	WHERE STRATEGY MEETS EXECUTION	3043607	76593302
9.	SALES EFFECTIVENESS FRAMEWORK	3479136	77217095
10.	MANAGEMENT OPERATING RHYTHM	3793024	77845299
11.	COMMAND OF THE MESSAGE	3929561	77845503
12.	COMMAND OF THE TALENT	3969778	85136254

(Schedule A to Collateral Assignment of Trademarks)

SMRH 4832-2494-3854

RECORDED: 06/28/2021

TRADEMARK
REEL: 007337 FRAME: 0954