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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM664494

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pico Quantitative Trading LLC		07/30/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent		
Street Address:	c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90826475	SPRYWARE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	08/03/2021	

Total Attachments: 5

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TRADEMARK REEL: 007376 FRAME: 0405

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of July 30, 2021 and entered into by Pico Quantitative Trading LLC, a New York limited liability company ("*Grantor*"), in favor of OBSIDIAN AGENCY SERVICES, INC., having an address at 2951 28th Street, Suite 1000, Santa Monica, CA 90405, in its capacity as collateral agent pursuant to the Credit Agreement (hereinafter defined) (in such capacity, together with its successors and assigns, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, the Grantor is party to that certain (i) Guarantee and Collateral Agreement, dated as of February 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent, and (ii) Credit Agreement, dated as of February 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, the other Borrowers party thereto, the Lenders from time to time party thereto and Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the GCA or Credit Agreement, as applicable, and used herein have the meaning given to them in the GCA or Credit Agreement, as applicable.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:
 - A. all Trademarks of the Grantor, including the Trademarks listed on <u>Schedule I</u> attached hereto;
 - B. all Proceeds of any and all of the foregoing; and
 - C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

- SECTION 3. <u>Guarantee and Collateral Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor

TRADEMARK REEL: 007376 FRAME: 0406 an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

-2-

IN WITNESS WHEREOF, 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,

PICO QUANTITATIVE TRADING LLC

By

By

Name: Jarrod: Yuster

Title: Chairman, Founder & Chief Executive Officer

[Trademark Security Agreement]

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,

as Collateral Agent

By:

Name: Philip Tseng

Title: Authorized Signatory

SCHEDULE I

to TRADEMARK SECURITY AGREEMENT TRADEMARK APPLICATIONS

Trademark Applications:

Trademark	Application Num	ber Application Date	Owner/Applicant
SPRYWARE	90826475	July 13, 2021	Pico Quantitative
			Trading LLC

-5-

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RECORDED: 08/03/2021

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