

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664511

| | | | |
|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Newcleus, LLC | | 08/02/2021 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | FEAC AGENT, LLC, as Agent | | |
| Street Address: | 500 Boylston Street, Suite 1250 | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02116 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5523114 | BFSMINTS | |
| Registration Number: | 6103178 | NEWCLEUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123194090 | | |
| <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> | | | |
| Phone: | 12123186574 | | |
| Email: | dianabentz@paulhastings.com | | |
| Correspondent Name: | Paul Hastings LLP | | |
| Address Line 1: | 200 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10166 | | |
| ATTORNEY DOCKET NUMBER: | 94347-00069 | | |
| NAME OF SUBMITTER: | DIANA SANCHEZ BENTZ | | |
| SIGNATURE: | /DSB/ | | |
| DATE SIGNED: | 08/03/2021 | | |
| Total Attachments: 4 | | | |
| source=Newcleus - Trademark Security Agreement [Executed]#page1.tif | | | |
| source=Newcleus - Trademark Security Agreement [Executed]#page2.tif | | | |
| source=Newcleus - Trademark Security Agreement [Executed]#page3.tif | | | |

CH \$65.00 5523114

NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

August 2, 2021

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Guarantee and Collateral Agreement, dated as of August 2, 2021 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement"), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and FEAC Agent, LLC, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lenders referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Agent for the ratable benefit of the Lenders.

The undersigned Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Grantor hereby authorizes and requests the United States Patent and Trademark Office to record this Notice of Grant of Security Interest in Trademarks.

Very truly yours,

Newcleus, LLC, as Grantor

By: 

Name: Daniel Barbaree


Title: President and Chief Executive Officer

Acknowledged and Accepted:

FEAC AGENT, LLC, as Agent

By: First Eagle Alternative Credit, LLC

Its: Managing Member

By:  _____

Name: Michelle Handy

Title: Managing Director

Schedule 1

Trademarks and Trademark Licenses

| Grantor | Trademark | Registration Number | Serial Number | Registration Date |
|---------------|-----------|---------------------|---------------|-------------------|
| Newcleus, LLC | BFSMINTS | 5523114 | 87682109 | July 24, 2018 |
| Newcleus, LLC | Newcleus | 6103178 | 88393516 | July 14, 2020 |