TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM674720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
MAARK, LLC		09/15/2021	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Charlestown		
State/Country:	MASSACHUSETTS		
Postal Code:	02129		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4387725	MAARK
Registration Number:	6259844	MAESTRO

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1475686
NAME OF SUBMITTER:	Richard Cline
SIGNATURE:	/Richard Cline/
DATE SIGNED:	09/15/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), is executed by the undersigned ("<u>Grantor</u>") "<u>Grantor</u>") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "<u>Administrative Agent</u>"), in connection with a Guaranty and Collateral Agreement dated as of October 9, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Collateral Agreement</u>"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in <u>Schedule 1</u> and any Trademark issued pursuant to a Trademark application referred to in <u>Schedule 1</u> (items (1) and (2) being herein collectively referred to as the "<u>Trademark Collateral</u>").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

This Agreement is a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

[Signature pages follow]

clause.	signing this	Trademark	Security	Agreement	as of the	date s	tated i	in the	introductory
			a Do	ARK, LLC elaware limi Grantor		ty com	pany,		::

By: Tobias Dengel
Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By:
Name:
Title:

Grantor is signing this Trademark Sclause.	security Agreement as of the date stated in the introductory
	MAARK, LLC a Delaware limited liability company, as a Grantor
	By: Name: Tobias Dengel Title: Chief Executive Officer
Acknowledged:	
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent	
By: Name: Matthew Bernstein	

Title: Director

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Maark, LLC	MAARK	85818973	4387725	January 9, 2013	August 20, 2013
Maark, LLC	MAESTRO	88923790	6259844	May 19, 2020	February 2, 2021

RECORDED: 09/15/2021