

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schellman Compliance, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Collateral Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4078053		
Registration Number:	4148918		
Registration Number:	4973154		
Registration Number:	5059292	QUALITY, ABOVE ALL.	
Registration Number:	5521454	SCHELLMAN	
Registration Number:	5761678	AUDITSOURCE	
Serial Number:	88929099	APEC PROCESSOR POWERED BY SCHELLMAN	
Serial Number:	90531195	SCHELLMAN	
Serial Number:	90819892		
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	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		

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SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/30/2021
Total Attachments: 5 source=EXECUTED - Diamond - Trademark Security Agreement#page1.tif source=EXECUTED - Diamond - Trademark Security Agreement#page2.tif source=EXECUTED - Diamond - Trademark Security Agreement#page3.tif source=EXECUTED - Diamond - Trademark Security Agreement#page4.tif source=EXECUTED - Diamond - Trademark Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 30, 2021 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MADISON CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 30, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the accepted filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCHELLMAN COMPLIANCE, LLC,
as a Grantor

By: Avani M. Desai
Name: Avani M. Desai
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007437 FRAME: 0723

MADISON CAPITAL FUNDING LLC,
as Collateral Agent

By: 

Name: David Kelly

Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Schellman Compliance, LLC	(Design Only)	4078053	12/27/2011
Schellman Compliance, LLC	(Design Only)	4148918	5/29/2012
Schellman Compliance, LLC	(Design Only)	4973154	6/7/2016
Schellman Compliance, LLC	QUALITY, ABOVE ALL.	5059292	10/11/2016
Schellman Compliance, LLC	SCHELLMAN	5521454	7/17/2018
Schellman Compliance, LLC	AUDITSOURCE	5761678	5/28/2019
Schellman Compliance, LLC	APEC PROCESSOR POWERED BY SCHELLMAN	88929099	5/22/2020
Schellman Compliance, LLC	SCHELLMAN	90531195	2/16/2021
Schellman Compliance, LLC	(Design Only)	90819892	7/9/2021

Exhibit B-5