

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDA CAPITAL PARTNERS LP		12/10/2021	Limited Partnership:
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5468486	GARDA CAPITAL PARTNERS	
Registration Number:	5033215		
Registration Number:	5033214	GARDA CAPITAL PARTNERS	
Registration Number:	5033213	GARDA	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Daniel O. Canales		
Address Line 1:	190 S LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	H4384-00002		
NAME OF SUBMITTER:	Daniel O. Canales		
SIGNATURE:	/s/Daniel O. Canales		
DATE SIGNED:	12/15/2021		
Total Attachments: 5			

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021 (this "Security Agreement"), is made by **GARDA CAPITAL PARTNERS LP**, a Delaware limited partnership (the "Grantor"), in favor of **CIBC BANK USA**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, **GARDA HOLDINGS LP**, a Delaware limited partnership (the "Parent"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of December 10, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Parent, the Grantor and certain of the Parent's Subsidiaries have entered into the Guaranty and Security Agreement, dated as of December 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts, Governing Law.** Sections 10.7 and 10.11(a) of the Guaranty and Security Agreement are hereby incorporated herein, *mutatis mutandis*, as if fully reinstated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the 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.

GARDA CAPITAL PARTNERS LP

By: *Robert S. Goedken*
Name: Robert S. Goedken
Title: Chief Operating Officer and
General Counsel

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 007530 FRAME: 0922

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CIBC BANK USA, as Administrative Agent

By: *Chris Donahue* Digitally signed by Chris Donahue
DN: cn=Chris Donahue, o=CIBC Bank USA,
ou=Commercial Banking,
#0000011201101745-0920
Date: 2021.12.01 10:17:45 -0900

Name: Chris Donahue

Title: Associate Managing Director

SCHEDULE I**Trademarks**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/Applicant
GARDA CAPITAL PARTNERS	87633921	10/4/2017	5468486	5/15/2018	Live	Garda Capital Partners LP, composed of Garda GP LLC, a Delaware limited liability company
Design	86808087	11/3/2015	5033215	8/30/2016	Live	Garda Capital Partners LP, composed of Garda GP LLC, a Delaware limited liability company
GARDA CAPITAL PARTNERS	86808077	11/3/2015	5033214	8/30/2016	Live	Garda Capital Partners LP, composed of Garda GP LLC, a Delaware limited liability company
GARDA	86808040	11/3/2015	5033213	8/30/2016	Live	Garda Capital Partners LP, composed of Garda GP LLC, a Delaware limited liability company