

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBITION LLC		01/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5373268	INSPECTIT	
Registration Number:	4550250	AMERICAN HOME INSPECTORS TRAINING INSTIT	
Registration Number:	4541975	AHIT	
Registration Number:	4528058	STRINGHAM SCHOOLS	
Registration Number:	4528059	SS	
Registration Number:	6531612	MBITION	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.330		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 5373268

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/06/2022
Total Attachments: 5 source=CES - Trademark Security Agreement (Mbition) (Executed)#page1.tif source=CES - Trademark Security Agreement (Mbition) (Executed)#page2.tif source=CES - Trademark Security Agreement (Mbition) (Executed)#page3.tif source=CES - Trademark Security Agreement (Mbition) (Executed)#page4.tif source=CES - Trademark Security Agreement (Mbition) (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 6, 2022 (this “**Trademark Security Agreement**”), by Mbition LLC, a Delaware limited liability company (the “**Grantor**”), in favor of MidCap Financial Trust, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

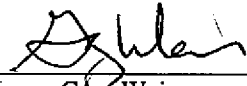
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. 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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

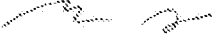
MBITION LLC

By: 
Name: Gary Weiss
Title: Chief Executive Officer and
President

COLLATERAL AGENT
MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration No.
MBITION LLC	INSPECTIT	5373268
MBITION LLC	AMERICAN HOME INSPECTORS TRAINING INSTITUTE	4550250
MBITION LLC	AHIT	4541975
MBITION LLC	STRINGHAM SCHOOLS	4528058
MBITION LLC	SS	4528059
MBITION LLC ¹	MBITION	6531612

Applications:

None.

¹ An assignment was filed on December 6, 2021 assigning this trademark from PSI Services LLC to Mbition LLC.