

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WingPoint Venture Group, LLC		01/24/2022	Limited Liability Company: WASHINGTON
The Luminations Group Holdings, LLC		01/24/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC, as Agent
Street Address:	430 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6093559	WINGPOINT
Registration Number:	4474969	FLEXXFORCE TEAM
Registration Number:	4474968	FLEXXFORCE
Registration Number:	4474937	SEARCHLIGHT SOCIALSCAN
Registration Number:	6445830	LUMINATIONS CONNEXIONS
Registration Number:	3247190	THE LUMINATIONS GROUP
Registration Number:	3247189	THE LUMINATIONS GROUP
Registration Number:	3439078	FLEXFORCE
Registration Number:	3452036	LUMINATIONS LIGHTNING STRIKE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

CH \$240.00 6093559

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96939-30380

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/24/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2022, is made by WingPoint Venture Group, LLC, a Washington limited liability company and The Luminations Group Holdings, LLC, a Delaware limited liability company (each a “Grantor”), in favor of Churchill Agency Services LLC (“CAS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 29, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MPG Buyer, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CAS, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement Joinder Agreement, dated as of the date hereof (the “Security Agreement Joinder”), to become party to the Guaranty and Security Agreement, dated as of December 29, 2020, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, upon delivery of the Security Agreement Joinder, each Grantor shall be party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent 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. Each 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 such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of such Grantor’s Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Each Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

WINGPOINT VENTURE GROUP, LLC, as a
Grantor

By: Tony Broglio
Name: Tony Broglio
Title: President

THE LUMINATIONS GROUP HOLDINGS, LLC,
as a Grantor

By: Tony Broglio
Name: Tony Broglio
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent


By: 
Name: Jill White
Its: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

WingPoint Venture Group, LLC Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
WINGPOINT	USPTO	6093559	July 7, 2020	Registered	Wingpoint Venture Group, LLC

The Luminations Group Holdings, LLC Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant ¹
FLEXXFORCE TEAM (Stylized) 	USPTO	4474969	January 28, 2014	Registered	The Luminations Group, LLC
FLEXXFORCE (Stylized) 	USPTO	4474968	January 28, 2014	Registered	The Luminations Group, LLC
SEARCHLIGHT SOCIALSCAN	USPTO	4474937	January 28, 2014	Registered	The Luminations Group, LLC
LUMINATIONS CONNEXIONS	USPTO	6445830	August 10, 2021	Registered	The Luminations Group, LLC
THE LUMINATIONS GROUP and Design 	USPTO	3247190	May 29, 2007	Registered	The Luminations Group, LLC
THE LUMINATIONS GROUP	USPTO	3247189	May 29, 2007	Registered	The Luminations Group, LLC
FLEXFORCE	USPTO	3439078	June 3, 2008	Registered	The Luminations Group, LLC
LUMINATIONS LIGHTNING STRIKE	USPTO	3452036	June 24, 2008	Registered	The Luminations Group, LLC

¹ Credit Parties to promptly cause suitable filings to be made in the United States Patent and Trademark Office to reflect that the owner of the Trademarks listed under the heading "The Luminations Group Holdings, LLC Trademark Registrations" is the Luminations Group Holdings, LLC.