

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CBAM Partners, LLC		03/21/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBAM CLO Management LLC		
<b>Street Address:</b>	51 Astor Place		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5336815		
<b>Registration Number:</b>	5336778	CBAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Maryann Thompson		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	M.Thompson - 32609.0003		
<b>NAME OF SUBMITTER:</b>	Maryann Thompson		
<b>SIGNATURE:</b>	/Maryann Thompson/		
<b>DATE SIGNED:</b>	03/21/2022		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), is made and executed effective as of March 21, 2022, by CBAM Partners, LLC, a Delaware limited liability company, with an address of 51 Astor Place, 12th Floor, New York, NY 10003 (“**Assignor**”), and CBAM CLO Management LLC, a Delaware series limited liability company, with an address of 51 Astor Place, 12th Floor, New York, NY 10003 (“**Assignee**”). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, this Assignment is made and entered into in connection with the Restructuring contemplated by that certain Unit Purchase Agreement, dated as of March 8, 2022, by and among Carlyle CLO Management LLC, CELF, L.L.C., the Assignor, and certain other parties thereto (the “**Purchase Agreement**”);

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Acquired Assets, including the registered CBAM Marks set forth on Exhibit A (collectively, the “**Assigned Marks**”); and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.5 and Exhibit B of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby unconditionally and irrevocably contributes, conveys, assigns and transfers to Assignee and its successors all of Assignor’s worldwide right, title and interest in and to the Assigned Marks, including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such marks, and the right to bring suit and recover damages for claims or causes of action arising from or relating to the Assigned Marks, including infringement and misappropriation.
2. **Filing and Recordation.** The Parties agree that Assignee shall, at its sole cost and expense, promptly file and record this Assignment, or the equivalent of this Assignment to the extent required with the United States Patent and Trademark Office or any relevant offices in non-U.S. jurisdictions as necessary to record Assignee as the assignee and owner of the Assigned Marks.
3. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
4. **Counterparts.** This Agreement may be executed in one or more counterparts including by facsimile or other means of electronic transmission, such as by electronic mail in “.pdf” form, each of which will be deemed to be an original copy of this Agreement

and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. Governing Law. This Agreement and all Related Claims shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

ASSIGNOR:

**CBAM PARTNERS, LLC**

By: 

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 007665 FRAME: 0713**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

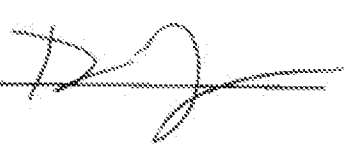
ASSIGNEE:

**CBAM CLO MANAGEMENT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'DJ', is written over a horizontal line. The signature is stylized and cursive.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Exhibit A

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Record Owner</b>
	EU	016604472	CBAM PARTNERS, LLC
CBAM	EU	016604456	CBAM PARTNERS, LLC
	US	5,336,815	CBAM PARTNERS, LLC
CBAM	US	5,336,778	CBAM PARTNERS, LLC
	UK	UK00916604472	CBAM PARTNERS, LLC
CBAM	UK	UK00916604456	CBAM PARTNERS, LLC

[TRADEMARK ASSIGNMENT AGREEMENT – EXHIBIT A]