

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718032

|   |  |                               |  |
|---|--|-------------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                               |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                        |                               |  |
| <b>CONVEYING PARTY DATA</b>   |  |                               |  |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b>         | <b>Entity Type</b>                     |
| IOA Re, LLC   |  | 03/31/2022                    | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                               |  |
| <b>Name:</b>  | Madison Capital Funding LLC, as Agent    |                               |  |
| <b>Street Address:</b>  | 227 West Monroe Street, Suite 5400       |                               |  |
| <b>City:</b>  | Chicago                                  |                               |  |
| <b>State/Country:</b>   | ILLINOIS                                 |                               |  |
| <b>Postal Code:</b>   | 60606                                    |                               |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                               |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                               |  |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>              |  |
| <b>Serial Number:</b>   | 90590385                                 | ROCKPORT BENEFITS             |  |
| <b>Serial Number:</b>   | 90590426                                 | ROCKPORT BENEFITS             |  |
| <b>Serial Number:</b>   | 75369187                                 | PROFESSIONAL RESOURCE NETWORK |  |
| <b>Serial Number:</b>   | 73696972                                 | IOA RE                        |  |
| <b>Serial Number:</b>   | 73693723                                 | IOA RE                        |  |
| <b>CORRESPONDENCE DATA</b>  |  |                               |  |
| <b>Fax Number:</b>  | 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> |  |                               |  |
| <b>Phone:</b>   | 312-577-8438                             |                               |  |
| <b>Email:</b>   | raquel.haleem@katten.com                 |                               |  |
| <b>Correspondent Name:</b>  | Raquel Haleem c/o Katten Muchin Rosenman |                               |  |
| <b>Address Line 1:</b>  | 525 West Monroe Street                   |                               |  |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661                  |                               |  |
| <b>NAME OF SUBMITTER:</b>   | Raquel Haleem                            |                               |  |
| <b>SIGNATURE:</b>   | /Raquel Haleem/                          |                               |  |
| <b>DATE SIGNED:</b>   | 03/31/2022                               |                               |  |
| <b>Total Attachments: 5</b>   |  |                               |  |
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of March 31, 2022, by IOA Re, LLC, a Delaware limited liability company, in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto as “Grantors” and Grantor (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the ratable benefit of the Lenders, a security interest in and Lien upon all of Grantor’s Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now existing or hereafter adopted or acquired Trademarks (including all registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in and Lien upon Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”; provided, that, Trademark Collateral shall not include any Excluded Property), whether now owned or at any time hereafter acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers arising under the laws of the United States, and all goodwill

associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, including, without limitation, those United States trademark registrations and applications referred to on Schedule A annexed hereto; and

(b) the right to obtain all renewals thereof.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

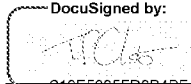
4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, OTHER THAN CONFLICTS OF LAW PROVISIONS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**IOA RE, LLC**, a Delaware limited liability company

DocuSigned by:



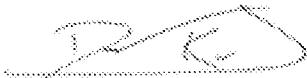
By:

Name: Johannes Cloete

Title: Chief Financial Officer and Corporate Secretary

Agreed and accepted as of  
the date first written above:

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By: 

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Name: David Kelly  
Title: Director