

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719890

|                                     |   |                       |                    |
|-------------------------------------|---|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>             | NEW ASSIGNMENT  |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>        | Trademark Collateral Agreement  |                       |                    |
| <b>CONVEYING PARTY DATA</b>         |   |                       |                    |
| <b>Name</b>                         | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b> |
| The James B. Oswald Company         |   | 04/07/2022            | Corporation: OHIO  |
| <b>RECEIVING PARTY DATA</b>         |   |                       |                    |
| <b>Name:</b>                        | Bank of Montreal, as Agent  |                       |                    |
| <b>Street Address:</b>              | 250 Yonge Street  |                       |                    |
| <b>Internal Address:</b>            | 11th Floor  |                       |                    |
| <b>City:</b>                        | Toronto   |                       |                    |
| <b>State/Country:</b>               | CANADA  |                       |                    |
| <b>Postal Code:</b>                 | M5B 2L7   |                       |                    |
| <b>Entity Type:</b>                 | Bank: CANADA  |                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>    |   |                       |                    |
| <b>Property Type</b>                | <b>Number</b>   | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>         | 4089867   | OSWALD                |                    |
| <b>Registration Number:</b>         | 5964748   | BENEFITS THAT DELIVER |                    |
| <b>Serial Number:</b>               | 90450216  | EZICHRA               |                    |
| <b>CORRESPONDENCE DATA</b>          |   |                       |                    |
| <b>Fax Number:</b>                  |   |                       |                    |
|                                     | <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)288-3582   |                       |                    |
| <b>Email:</b>                       | alyssa.howard@wolterskluwer.com   |                       |                    |
| <b>Correspondent Name:</b>          | CT Corporation  |                       |                    |
| <b>Address Line 1:</b>              | 208 S. Lasalle St   |                       |                    |
| <b>Address Line 2:</b>              | Suite 814   |                       |                    |
| <b>Address Line 4:</b>              | Chicago, ILLINOIS 60604   |                       |                    |
| <b>NAME OF SUBMITTER:</b>           | Melanie A. Fagan  |                       |                    |
| <b>SIGNATURE:</b>                   | /Melanie A. Fagan/  |                       |                    |
| <b>DATE SIGNED:</b>                 | 04/08/2022  |                       |                    |
| <b>Total Attachments: 6</b>         |   |                       |                    |
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

The James B. Oswald Company

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Ohio  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 7, 2022

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Trademark Collateral Agreement

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal, as Agent

Street Address: 250 Yonge Street, 11th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5B 2L7

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A of attached

See Schedule of attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-3405

Docket Number: 4380556

Email Address: mfagan@chapman.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

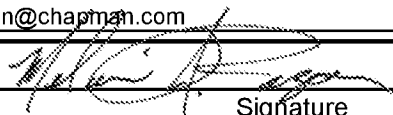
- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Melanie A. Fagan, Paralegal

Name of Person Signing

April 7, 2022

Date

Total number of pages including cover sheet, attachments, and document: 6

## TRADEMARK COLLATERAL AGREEMENT

This 7<sup>th</sup> day of April, 2022, THE JAMES B. OSWALD COMPANY, an Ohio corporation, with its principal place of business and mailing address at 1100 Superior Avenue, Suite 1500, Cleveland, OH 44114, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("**BMO**"), with its mailing address at 250 Yonge Street, 11th Floor, Toronto, Ontario, M5B 2L7, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "**Agent**"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement (as the same may be amended, modified, or restated from time to time (the "**Security Agreement**")) dated as of April 7, 2022, among Debtor and Agent.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-to-Use Applications**"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of

Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Debtor of a manually signed paper trademark collateral agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed trademark collateral agreement converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006 of the *Electronic Signatures in Global and National Commerce Act*, as it may be amended from time to time.

This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Debtor acknowledges that this Trademark Collateral Agreement is and shall be effective upon its execution and delivery by the Debtor to the Agent.

This Trademark Collateral Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE JAMES B. OSWALD COMPANY

By:   
Name: Joseph G. DuBois  
Title: Chief Financial Officer & Treasurer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT- JAMES B. OSWALD COMPANY]

TRADEMARK  
REEL: 007685 FRAME: 0444

Accepted and agreed to as of the date and year last above written.

**BANK OF MONTREAL, as Agent**

By: *James Di Giacomo*  
Name: James Di Giacomo  
Title: Managing Director, Loan Syndication

*Amit Walia*

Name: Amit Walia  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT- JAMES B. OSWALD COMPANY]

**TRADEMARK**  
**REEL: 007685 FRAME: 0445**

**SCHEDULE A**  
**TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**  
**FEDERAL TRADEMARK REGISTRATIONS**

| COMPANY                     | DESCRIPTION           | REGISTRATION NUMBER | REGISTRATION DATE |
|-----------------------------|-----------------------|---------------------|-------------------|
| The James B. Oswald Company | <b>OSWALD</b>         | 4089867             | January 24, 2012  |
|                             | BENEFITS THAT DELIVER | 5964748             | January 21, 2020  |

**FEDERAL TRADEMARK REGISTRATION APPLICATIONS**

| COMPANY                     | DESCRIPTION    | SERIAL NUMBER | APPLICATION DATE |
|-----------------------------|----------------|---------------|------------------|
| The James B. Oswald Company | <b>eZICHRa</b> | 90450216      | January 6, 2021  |