

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM721942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLOMONEDWARDSGROUP, LLC		04/18/2022	Limited Liability Company: DELAWARE
M Squared Consulting, Inc.		04/18/2022	Corporation: DELAWARE
Collabrus Inc.		04/18/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	241 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2507797	SOLOMONEDWARDSGROUP, LLC	
Registration Number:	3115367	COLLABRUS	
Registration Number:	5031509	M SQUARED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	King & Spalding LLP, ATTN: Morgan Roth		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Morgan Roth		
SIGNATURE:	/Morgan Roth/		
DATE SIGNED:	04/18/2022		
Total Attachments: 5			

OP \$90.00 2507797

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2022 (this “Security Agreement”), is made by SOLOMONEDWARDSGROUP, LLC, a Delaware limited liability company (the “Borrower”), M SQUARED CONSULTING, INC., a Delaware corporation (“MSC”), and COLLABRUS INC., a California corporation (“Collabrus”; together with the Borrower and MSC, each a “Grantor”, and, collectively, the “Grantors”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, SEG OPERATIONS, LLC, a Delaware limited liability company (“Holdings”), the Borrower, the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”) and TRUIST BANK, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), as issuing bank (the “Issuing Bank”) and as swingline lender (the “Swingline Lender”) have entered into that certain Revolving Credit and Term Loan Agreement, dated as of April 18, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain of its Subsidiaries, including the other Grantors, have entered into the Guaranty and Security Agreement, dated as of April 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees 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 pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademark registrations and applications, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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 herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any Trademark application filed on an "intent to use" basis until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all U.S. federal applied for and registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


Section 6 Counterparts. This 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.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

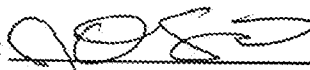
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


SOLOMONEDWARDSGROUP, LLC

By: 
Name: Jesse Serventi
Title: Authorized Person

M SQUARED CONSULTING, INC.

By: 
Name: Jesse Serventi
Title: Authorized Person

COLLABRUS INC.

By: 
Name: Jesse Serventi
Title: Authorized Person

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: 
Name: Vinay Desai
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007694 FRAME: 0865

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS**

Trademark	Registration #	Registration Date
SOLOMONEDWARDSGROUP, LLC	2507797	11/13/2001
COLLABRUS	3115367	7/11/2006
M SQUARED	5031509	8/30/2016