

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APOGEM Capital LLC, as Successor 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: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4078053		
<b>Registration Number:</b>	4148918		
<b>Registration Number:</b>	4973154		
<b>Registration Number:</b>	5059292	QUALITY, ABOVE ALL.	
<b>Registration Number:</b>	5521454	SCHELLMAN	
<b>Registration Number:</b>	5761678	AUDITSOURCE	
<b>Serial Number:</b>	88929099	APEC PROCESSOR POWERED BY SCHELLMAN	
<b>Serial Number:</b>	90531195	SCHELLMAN	
<b>Serial Number:</b>	90819892		
<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>Email:</b>	timothy.nazanin@katten.com		
<b>Correspondent Name:</b>	Timothy Nazanin c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Timothy Nazanin		

CH \$240.00 4078053

<b>SIGNATURE:</b>	/Timothy Nazanin/
<b>DATE SIGNED:</b>	05/04/2022
<b>Total Attachments: 4</b> source=152765224_1#page1.tif source=152765224_1#page2.tif source=152765224_1#page3.tif source=152765224_1#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **APOGEM CAPITAL LLC** (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

### RECITALS:

**WHEREAS**, Schellman Compliance, LLC, as “Grantor”, and Retiring Agent are parties to that certain Intellectual Property Security Agreement identified in Exhibit A attached hereto (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”) covering certain trademarks set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

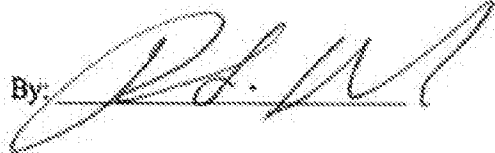
*(Remainder of page left intentionally blank; signatures follow.)*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**MADISON CAPITAL FUNDING LLC**

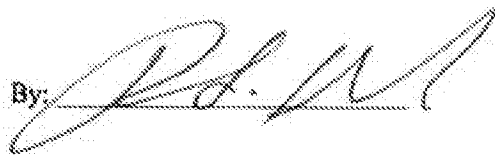
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl  
Title: Director

**SUCCESSOR AGENT:**

**APOGEM CAPITAL LLC**

By: 

Name: Patrick D. Koehl  
Title: Director

## EXHIBIT A

Intellectual Property Security Agreement dated as of September 30, 2021 and filed with the United States Patent and Trademark Office on September 30, 2021 at Reel 7437, Frame 0719.

EXHIBIT B

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Schellman Compliance, LLC	(Design Only)	4078053	12/27/2011
Schellman Compliance, LLC	(Design Only)	4148918	5/29/2012
Schellman Compliance, LLC	(Design Only)	4973154	6/7/2016
Schellman Compliance, LLC	QUALITY, ABOVE ALL.	5059292	10/11/2016
Schellman Compliance, LLC	SCHELLMAN	5521454	7/17/2018
Schellman Compliance, LLC	AUDITSOURCE	5761678	5/28/2019
Schellman Compliance, LLC	APEC PROCESSOR POWERED BY SCHELLMAN	88929099	5/22/2020
Schellman Compliance, LLC	SCHELLMAN	90531195	2/16/2021
Schellman Compliance, LLC	(Design Only)	90819892	7/9/2021