

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732824

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900686194		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
proEO, LLC		03/23/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	EagleBank		
Street Address:	11900 Bournefield Way		
Internal Address:	Suite 150		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20904		
Entity Type:	Banking Corp: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5174089	PROEO	
Registration Number:	5174088	PROEO	
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:	18888295817		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Jonathan Stoian		
SIGNATURE:	/Jonathan Stoian/		
DATE SIGNED:	06/07/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of March 23, 2022, is made by PROEO, LLC, an Ohio limited liability company (“**Grantor**”), in favor of EAGLEBANK, a Maryland banking corporation (the “**Secured Party**”).

Grantor and Secured Party have entered into a Guarantor Security Agreement dated as of even date herewith (as amended, restated, modified, substituted, extended and renewed from time to time, the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

- Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”): (a) the trademark registrations set forth in **Schedule 1** hereto, and all extensions and renewals thereof (the “**Trademarks**”) and all trademark licenses providing for the grant by or to Grantor of any right under any Trademark; (b) all products and proceeds of the Trademarks; (c) 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; (d) all of the goodwill of the businesses with which the Trademarks are associated; and (e) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademarks or unfair competition regarding the same.
- Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.
- Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Maryland.

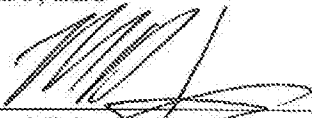
[Signature pages follow]

WITNESS the signature and seal of the Grantor as of the date first above written.

WITNESS OR ATTEST:

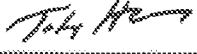
CA Wetzel
Name: Christie Wetzel

PROEO, LLC

By:  (Seal)
Name: Michael Ivey
Title: Treasurer

Accepted and agreed to by:

EAGLEBANK


By:  (Seal)
Name: Toby C. Haggerty
Title: Senior Vice President

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 007731 FRAME: 0052

SCHEDULE 1

TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
PROEO 	5174089	April 4, 2017	proEO, LLC
PROEO	5174088	April 4, 2017	proEO, LLC