

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBO Partners, Inc.		05/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St, 9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90863238	STATE OF INDEPENDENCE	
Serial Number:	90747324	MBO PARTNERS	
Serial Number:	88504064	MBO ACCESS	
Serial Number:	87034515	MBO CONNECT	
Serial Number:	86500557	MBO PARTNERS	
Serial Number:	85566036	MINDSUMO	
Serial Number:	77406065	MBO PARTNERS	
Serial Number:	76029840	MYBIZOFFICE	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1185176-0052-CM65		
NAME OF SUBMITTER:	Kate Andes		

CH \$215.00 90863238

SIGNATURE:	/Kate Andes/
DATE SIGNED:	05/23/2022
Total Attachments: 6 source=SPC.MBO - Trademark Security Agreement Executed#page1.tif source=SPC.MBO - Trademark Security Agreement Executed#page2.tif source=SPC.MBO - Trademark Security Agreement Executed#page3.tif source=SPC.MBO - Trademark Security Agreement Executed#page4.tif source=SPC.MBO - Trademark Security Agreement Executed#page5.tif source=SPC.MBO - Trademark Security Agreement Executed#page6.tif	

US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 23rd day of May, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, “Grantor”), and **ALTER DOMUS (US) LLC**, in its capacity as collateral agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of May 23, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Term Loan Agreement”) by and among **MBO PARTNERS, INC.**, a Virginia Corporation (“Parent Borrower” or a “Borrower”), **MBO PROFESSIONAL SERVICES, INC.**, a Virginia Corporation (a “Borrower” and together with Parent Borrower, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), **STONE POINT CREDIT ADVISER LLC**, as Administrative Agent, and Collateral Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of May 23, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest

(referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks (excluding US intent-to-use applications of the kind described in clause (v) of the definition of Excluded Property) and Trademark Intellectual Property Licenses to which it is a party including the US Trademark registrations and applications referred to on Schedule I (expressly excluding any “intent to use” Trademarks);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give written notice, on or before the next Quarterly Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall, upon request by any other party, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MBO PARTNERS, INC.

DocuSigned by:
Eugene Zaino
By: _____
Name: Eugene Zaino
Title: Executive Chairman

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

ALTER DOMUS (US) LLC, as Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MBO PARTNERS, INC.

By: _____

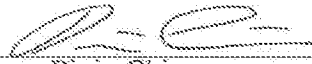
Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

ALTER DOMUS (US) LLC, as Collateral Agent

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
STATE OF INDEPENDENCE	MBO PARTNERS, INC.	90863238	03-AUG-2021	N/A	N/A
MBO PARTNERS	MBO PARTNERS, INC.	90747324	01-JUN-2021	N/A	N/A
MBO ACCESS	MBO PARTNERS, INC.	88504064	08-JUL-2019	6114806	28-JUL-2020
MBO CONNECT	MBO PARTNERS, INC.	87034515	12-MAY-2016	5235025	04-JUL-2017
MBO PARTNERS	MBO PARTNERS, INC.	86500557	12-JAN-2015	4969740	31-MAY-2016
MINDSUMO	MBO PARTNERS, INC.	85566036	10-MAR-2012	4225509	16-OCT-2012
MBO PARTNERS	MBO PARTNERS, INC.	77406065	26-FEB-2008	3758217	09-MAR-2010
MYBIZOFFICE	MBO PARTNERS, INC.	76029840	19-APR-2000	2645069	05-NOV-2002

Trade Names

Common Law Trademarks

Trademark Licenses