

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADURO ADVISORS, LLC		06/30/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SERIES A OF PUBLIC PENSION CAPITAL, LLC		
Street Address:	500 Park Avenue, Level 4		
Internal Address:	c/o PPC Enterprises, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5592170	FUNDPANEL	
Registration Number:	5653020	FP FUNDPANEL	
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>			
Email:	trademarks@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2929 Arch Street, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	169557		
NAME OF SUBMITTER:	Hilary Smoot		
SIGNATURE:	/Hilary Smoot/		
DATE SIGNED:	06/30/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 30, 2022 is made by ADURO ADVISORS, LLC, a California limited liability company (the “Grantor”), in favor of SERIES A OF PUBLIC PENSION CAPITAL, LLC, a Delaware limited liability company (“PPC”), as collateral agent for the benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan and Security Agreement”) among, inter alios, the Grantor, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and PPC, the Lenders have agreed to make Loans to the Grantor upon and subject to the terms and conditions set forth therein; and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Collateral Agent and the Lenders to enter into the Loan and Security Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Collateral Agent to act in their respective agency capacities thereunder, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Lenders, and hereby grants the Collateral Agent for the benefit of the Lenders, a lien on and security interest in all of such Grantor’s right, title and interest in and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”):

(a) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all active registrations and recordings thereof, and all active applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any political subdivision thereof, or otherwise, including any thereof referred to in Schedule 1 attached hereto,

(b) the right to obtain all extensions and renewals thereof; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the liens and security interests granted to the Collateral Agent for the benefit of the Lenders pursuant to the Loan and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan and Security Agreement, the Loan and Security Agreement shall govern.

Section 4. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 5. Governing Law. This Trademark 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.

Section 6. Release and Termination. At the time provided in the Loan and Security Agreement or upon the occurrence of an event permitted by, or provided for, in the Loan and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the lien and security interest created hereby and this agreement and all Obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, the Collateral Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

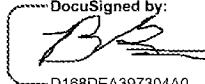
Section 7. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ADURO ADVISORS, LLC, as Grantor

DocuSigned by:



By: _____
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Name: Braughm Ricke

Title: CEO

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Owner	Application Date	Registration Date	Application No.	Registration No.
Fundpanel (wordmark)	USA	Aduro Advisors, LLC	1/8/2018	10/23/2018	87/745,257	5,592,170
Fundpanel (logo)	USA	Aduro Advisors, LLC	1/16/2018	1/15/2019	87/757,106	5,653,020