

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cyber Advisors, LLC		07/18/2022	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Manulife Investment Management Private Equity and Credit (US) LLC, as Administrative Agent		
Street Address:	197 Clarendon St., C-01-11		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3653550	CYBERADVISORS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7694.008		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	07/19/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2022, by CYBER ADVISORS, LLC, a Minnesota limited liability company ("Grantor"), in favor of MANULIFE INVESTMENT MANAGEMENT PRIVATE EQUITY AND CREDIT (US) LLC, as Administrative Agent ("Administrative Agent") as administrative agent for all Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, CA OPCO HOLDING, LLC, a Delaware limited liability company, Administrative Agent, Alter Domus (US) LLC, as paying agent, and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the benefit of the Lenders and other Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders and other Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks and Trademark Licenses set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the other Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, 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.

CYBER ADVISORS, LLC

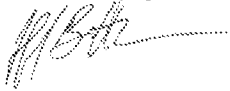
By: 

Name: Michael Shane Vinup

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**MANULIFE INVESTMENT MANAGEMENT
PRIVATE EQUITY AND CREDIT (US) LLC,**
as Administrative Agent

By:  _____

Name: Jeff Bottcher

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
CYBERADVISORS	77512279	Registered	3653550	7/14/09

Trademark Licenses

None.