

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRLY CONSULTING GROUP, LLC		07/19/2022	Limited Liability Company: TEXAS
TRELOAR AND HEISEL, LLC		07/19/2022	Limited Liability Company: PENNSYLVANIA
NEW ENERGY RISK, INC.		07/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5157507	ALEX FAIRLY GROUP RESHAPING PARADIGMS	
Registration Number:	6226066	RESHAPING PARADIGMS	
Registration Number:	6209767	FAIRLY GROUP RESHAPING PARADIGMS	
Registration Number:	5739060	THE POWER OF CERTAINTY	
Registration Number:	5804014	THE BUSINESS BRUSHUP	
Registration Number:	5804015	THE BUSINESS BRUSHUP BY TRELOAR & HEISEL	
Registration Number:	3278824	SPECIALISTS RELY ON SPECIALISTS	
Serial Number:	97035409	UNDERWRITING A GREENER FUTURE	
Serial Number:	97277846	THE FULL LIFE PROCESS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		

OP \$240.00 5157507

Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 23743.515033

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /s/ Moira Sheehan

DATE SIGNED: 07/25/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 19, 2022, is made by the Grantors (as identified below), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, FAIRLY CONSULTING GROUP, LLC, a Texas limited liability company, **NEW ENERGY RISK, INC.**, a Delaware corporation, and **TRELOAR AND HEISEL, LLC**, a Pennsylvania limited liability company (each, a “**Grantor**” and collectively the “**Grantors**”), owns the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Security Agreement, dated as of September 30, 2021, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks, including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (including any “**intent-to-use**” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to each Grantor, all without delivery of any instrument or performance of any act by any Person; provided, however, at each Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

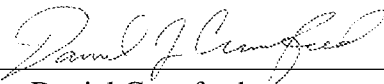
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FAIRLY CONSULTING GROUP, LLC
TRELOAR AND HEISEL, LLC**

By: 
Name: Daniel Crawford
Title: Secretary

NEW ENERGY RISK, INC.

By: _____
Name: Denise Walsh
Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**FAIRLY CONSULTING GROUP, LLC
TRELOAR AND HEISEL, LLC**

By: _____

Name: Daniel Crawford

Title: Secretary

NEW ENERGY RISK, INC.

By:  _____

Name: Denise Walsh

Title: Secretary

Accepted and Agreed:
ANTARES CAPITAL LP,
as the Collateral Agent

Michael Vitale

By: _____
Name: Michael Vitale
Title: Duly Authorized Signatory

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Registered Trademarks:

Grantor	Mark	Registration Number	Registration Date
Fairly Consulting Group, LLC	ALEX FAIRLY GROUP RESHAPING PARADIGMS AFG	5157507	03/07/2017
Fairly Consulting Group, LLC	RESHAPING PARADIGMS	6226066	12/22/2020
Fairly Consulting Group, LLC	FAIRLY GROUP RESHAPING PARADIGMS	6209767	12/01/2020
New Energy Risk, Inc.	THE POWER OF CERTAINTY	5739060	04/30/2019
Treloar and Heisel Inc.	THE BUSINESS BRUSHUP	5804014	07/16/2019
Treloar and Heisel Inc.	THE BUSINESS BRUSHUP BY TRELOAR AND HEISEL	5804015	07/16/2019
Treloar and Heisel Inc.	SPECIALISTS RELY ON SPECIALISTS	3278824	08/14/2007

US Trademark Applications:

Grantor	Mark	Application / Serial Number	Application Date
New Energy Risk, Inc.	UNDERWRITING A GREENER FUTURE	97035409	09/20/2021
Treloar and Heisel Inc.	THE FULL LIFE PROCESS	97277846	02/22/2022