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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744510

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Eagle Alternative Capital Agent, Inc.		07/29/2002	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FEAC Agent, LLC	
Street Address:	500 Boylston Street	
Internal Address:	Suite 1250	
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:	4021529	RND GROUP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman	
SIGNATURE: /Becky L. Troutman/ mp	
DATE SIGNED:	07/29/2022

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the "Assignment") is made and entered into as of July 29, 2022 by FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (f/k/a THL Corporate Finance, Inc.), as the original collateral agent (in such capacity, "Assignor"), in favor of FEAC AGENT, LLC, as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain Credit Agreement, dated as of August 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among G8 Holdings LLC, a Delaware limited liability company ("<u>Parent</u>"), and The RND Group, LLC, an Indiana limited liability company (the "<u>Grantor</u>"), other parties thereto, and Assignor;

WHEREAS, pursuant to (i) the Credit Agreement and (ii) the Trademark Security Agreement made by the Grantor in favor of Assignor, dated November 30, 2021 and recorded at the United States Patent and Trademark Office on November 30, 2021 at Reel/Frame 7512/0223 (the "Trademark Security Agreement"), the Grantor has granted to Assignor a security interest in all of its right, title or interest in or to any and all of the Trademarks and other Trademark Collateral (as such terms are used and defined in the Trademark Security Agreement), including those set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Appointment, Assignment and Amendment Agreement, dated as of July 29, 2022, among the Grantor, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Credit Agreement, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee, and assumption by Assignee, of all of Assignor's right, title and interest and obligations in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Trademark Security Agreement.
- 2. <u>Assignment</u>. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest and obligations in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, obligations, security interests and liens.
- 3. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
- 5. <u>Amendment to Trademark Security Agreement</u>. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from First Eagle Alternative Capital Agent, Inc. (f/k/a THL Corporate Finance, Inc.) to FEAC Agent, LLC, in its capacity as the successor collateral agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (f/k/a THL Corporate Finance, Inc.),

as the original collateral agent

By:

Name: Michelle Handy Title: Managing Director

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

FEAC AGENT, LLC,

as the successor collateral agent

By:

Name: Michelle Handy Title: Managing Director

Signature Page to Assignment of Trademark Security Agreement

Schedule I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Name of Credit Party	Jurisdiction	Registration No.	Registration Date	<u>Filing</u> <u>Date</u>	Registered Owner	<u>Mark</u>
The RND Group, LLC	U.S.A.	4021529	September 6, 2011	July 19, 2010	The RND Group, Inc.	RND GROUP

Signature Page to Assignment of Trademark Security Agreement

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RECORDED: 07/29/2022