

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Torch Finance LLC		08/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nelson Worldwide, LLC		
<b>Street Address:</b>	1201 Marquette Avenue South		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55403		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2999634	NELSON	
<b>Serial Number:</b>	90686972	N	
<b>Serial Number:</b>	90686968	NELSON	
<b>Serial Number:</b>	90686965	NELSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Genevieve Dorment		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	125527/23		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/GENEVIEVE DORMENT/		
<b>DATE SIGNED:</b>	08/23/2022		

CH \$115.00 2999634

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 19, 2022 (this “**Trademark Security Agreement**”), by Nelson Worldwide, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Blue Torch Finance LLC, in its capacity as the collateral agent pursuant to the Financing Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of August 19, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Financing Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge 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 is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control unless the Collateral Agent shall otherwise determine.

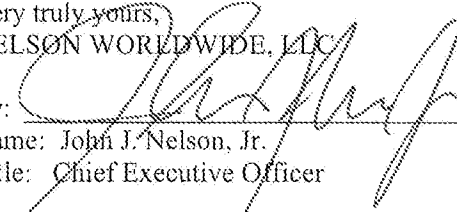
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Trademark Security Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

IN WITNESS WHEREOF, each 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.

Very truly yours,  
NELSON WORLDWIDE, LLC

By:   
Name: John J. Nelson, Jr.  
Title: Chief Executive Officer

ACKNOWLEDGED:

**BLUE TORCH FINANCE LLC**, as the Collateral Agent

By: \_\_\_\_\_  
Name: Kevin Genda  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Nelson]

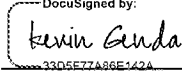
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,  
NELSON WORLDWIDE, LLC

By: \_\_\_\_\_  
Name: John J. Nelson, Jr.  
Title: Chief Executive Officer

ACKNOWLEDGED:

BLUE TORCH FINANCE LLC, as the Collateral  
Agent

By:  \_\_\_\_\_  
Name: Kevin Genda  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Nelson]

**TRADEMARK**  
**REEL: 007830 FRAME: 0196**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK  
APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Nelson Worldwide, LLC	2,999,634	September 27, 2005	Nelson (typed drawing)

Trademark Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
Nelson Worldwide, LLC	90/686,972	May 3, 2021	N Logo
Nelson Worldwide, LLC	90/686,968	May 3, 2021	NELSON (Stylized)
Nelson Worldwide, LLC	90/686,965	May 3, 2021	NELSON