

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reorg Research, Inc.		09/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5850034	REORG	
Registration Number:	5158287	REORG COVENANTS	
Registration Number:	4251823	REORG RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0696		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	09/13/2022		
Total Attachments: 5			
source=Project Winterfell - Trademark Security Agreement Executed#page1.tif			
source=Project Winterfell - Trademark Security Agreement Executed#page2.tif			
source=Project Winterfell - Trademark Security Agreement Executed#page3.tif			

CH \$90.00 5850034

source=Project Winterfell - Trademark Security Agreement Executed#page4.tif

source=Project Winterfell - Trademark Security Agreement Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of September 13, 2022, is entered into by Reorg Research, Inc., a Delaware corporation (the “Grantor”) in favor of Antares Capital LP, as collateral agent (together with its successors and assigns, in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor and certain other parties have executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the “Pledge and Security Agreement”) pursuant to which the Grantor and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s and certain other parties’ right, title, and interest in and to certain collateral including the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located, as collateral security for the prompt and complete payment and performance when due of the obligations of the Grantor: all Trademarks owned by the Grantor, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto, provided, however that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use Trademark application under applicable federal law (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this Agreement.

(a) **Governing Law.** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE

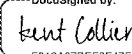
OF NEW YORK. THE SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.10 OF THE PLEDGE AND SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," "delivery" and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include any electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, and 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

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

REORG RESEARCH, INC., as a Grantor

By  _____
Name: Kent Collier
Title: Chief Executive Officer

ANTARES CAPITAL LP, as Collateral
Agent

By: Colin W. Torrance
Name: Colin Torrance
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007845 FRAME: 0747

SCHEDULE A
TRADEMARKS

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Class(es)</u>
Reorg Research, Inc.	United States	REORG	5850034	9/3/2019	9, 35, 36, 42
Reorg Research, Inc.	United States	REORG COVENANTS	5158287	3/7/2017	36
Reorg Research, Inc.	United States	REORG RESEARCH	4251823	11/27/2012	35