

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSET LIVING IP, LLC		09/15/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent		
Street Address:	405 Colorado Street, Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6784622	A ASSET	
Serial Number:	90539564	A ASSET SENIOR	
Serial Number:	90539611	A ASSET CAMPUS	
Serial Number:	90539585	A ASSET MULTI	
Serial Number:	90472421	A	
Serial Number:	90472345	A	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1786730 AL TM		
NAME OF SUBMITTER:	Jai Malhotra		
SIGNATURE:	/Jai Malhotra/		

OP \$165.00 6784622

DATE SIGNED:	09/16/2022
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Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 15, 2022 (this “Notice”), made by ASSET LIVING IP, LLC a Texas limited liability company (the “Pledgor”), in favor of AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of September 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among SAKO AND PARTNERS INTERMEDIATE HOLDINGS LLC, a limited liability company formed under the laws of Delaware (“Holdings”), SAKO AND PARTNERS LOWER HOLDINGS LLC, a limited liability company formed under the laws of Delaware (as successor by merger to RC VI IMPACT DEBT MERGER SUB, LLC, a limited liability company formed under the laws of Delaware) (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto and AB PRIVATE CREDIT INVESTORS LLC, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

SECTION 1. ***Terms.*** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ASSET LIVING IP, LLC

By: 
Name: M. Ryan McGrath
Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent

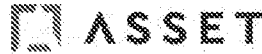
DocuSigned by:

By: _____
Name: Evan Cohen
Title: Managing Director



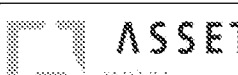


Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Asset Living IP, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
 ASSET	6784622	7/12/2022

U.S. Trademark Applications

Mark	Application No.	Filing Date
 ASSET SENIOR	90539564	2/22/2021
 ASSET CAMPUS	90539611	2/22/2021
 ASSET MULTI	90539585	2/22/2021
 ASSET	90472421	1/18/2021
	90472345	1/18/2021