

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM767967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tru-Check, Inc.		11/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2826778	TRUCHECK	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	11/15/2022		
Total Attachments: 6			
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OP \$40.00 2826778

Trademark Security Agreement

This Trademark Security Agreement (this “Trademark Security Agreement”) is made this 15th day of November, 2022, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “Debtors” and each, individually, a “Debtor”) and BARINGS FINANCE LLC, as Administrative Agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

WHEREAS, pursuant to that certain Credit and Guarantee Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have agreed to make credit extensions and other financial accommodations from time to time to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make such extensions of credit and other financial accommodations as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Debtors shall have executed and delivered to the Administrative Agent that certain Security Agreement, dated as of March 19, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Debtors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Debtor hereby grants and pledges to the Administrative Agent, to secure the Obligations, a security interest (subject only to Permitted Liens) (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Debtor’s right, title and interest in, to and under the following Collateral of such Debtor (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals and extensions thereof;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all Proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any IP License.

3. Security For Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Debtors, or any of them, to the Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Debtor. Notwithstanding the foregoing, upon any exercise of remedies by the Administrative Agent or the Lenders in respect of any Debtor's Trademarks and Trademark IP Licenses, any then-existing permitted Trademark IP License agreement or other arrangements relating primarily to such Trademarks shall survive in full force and effect and be accepted by the Administrative Agent, and neither the Administrative Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee's exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of such licensee to such Trademark Intellectual Property Licenses as provided in the applicable Trademark IP License agreement or arrangements, or petition a court to do so.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. The Debtors represent and warrant to the Administrative Agent and the Lenders that the Trademarks and Trademark IP Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark IP Licenses now owned by the Debtors. If any Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement upon receipt of written notice of such new rights from a Loan Party by amending Schedule I to include any such new trademark rights of each Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract

from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefac simile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

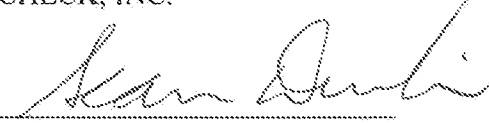
7. Choice of Law and Venue, Jury Trial Waiver and Judicial Reference Provision. This Trademark Security Agreement shall be subject to the provisions regarding choice of law and venue, jury trial waiver and judicial reference set forth in Section 6.5 of the Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

DEBTOR(S):

TRU-CHECK, INC.

By: 

Name: Sean Durkin

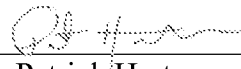
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Acknowledged By:

ADMINISTRATIVE AGENT:

BARINGS FINANCE LLC

By: 
Name: Patrick Hartman
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Filing or Registration Number	Jurisdiction	Registered Owner
TRUCHECK	U.S. Reg. No. 2,826,778	US	Tru-Check, Inc.