

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circulus Holdings, PBLLC		10/06/2022	Statutory Public Benefit Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6584114	CIRCULUS	
Serial Number:	97011706	CIRCA	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
<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:	(212) 373-3722		
Email:	rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	020282-318		
NAME OF SUBMITTER:	Ruel Jerry		
SIGNATURE:	/Ruel Jerry/		
DATE SIGNED:	11/16/2022		
Total Attachments: 4			

CH \$65.00 6584114

source=16514698_1 Circulus - Notice of Grant of Security Interest in Traemarks#page1.tif

source=16514698_1 Circulus - Notice of Grant of Security Interest in Traemarks#page2.tif

source=16514698_1 Circulus - Notice of Grant of Security Interest in Traemarks#page3.tif

source=16514698_1 Circulus - Notice of Grant of Security Interest in Traemarks#page4.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Trademarks Notice of Grant") is made as of October 6, 2022, by Circulus Holdings, PBLLC (the "Grantor"), in favor of Alter Domus (US) LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the "Grantee").

WHEREAS, the Grantor holds the right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into the Pledge and Security Agreement, dated October 6, 2022, by and among the Loan Parties party thereto and the Grantee (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

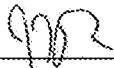
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Notice of Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CIRCULUS HOLDINGS, PBLLC, as Grantor

By: 
Name: John Griggs
Title: Chief Financial Officer

Acknowledged and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: _____
Name:
Title:

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

TRADEMARK
REEL: 007923 FRAME: 0854

IN WITNESS WHEREOF, the Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

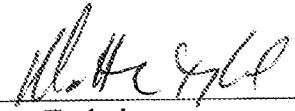
CIRCULUS HOLDINGS, PBLLC, as
Grantor

By:

Name: John Griggs
Title: Chief Financial Officer

Acknowledged and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 

Name: Matt Trybula
Title: Associate Counsel

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

TRADEMARK
REEL: 007923 FRAME: 0855

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Owner or Applicant	Mark	Application Number	Registration Number	Expiration Date
Circulus Holdings, PBLLC	CIRCULUS	88694106	6584114	N/A
Circulus Holdings, PBLLC	CIRCA	97011706	N/A	N/A