

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784756

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900737586

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOURCEPASS CONTEMPORARY, LLC		11/08/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Metropolitan Partners Group Administration, LLC
Street Address:	850 Third Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2827588	CCSI

CORRESPONDENCE DATA**Fax Number:** 2033255001*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.***Phone:** 2033255049**Email:** mholmes@fdh.com**Correspondent Name:** Matthew Holmes**Address Line 1:** Six Landmark Square**Address Line 2:** Floor Six**Address Line 4:** Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Matthew Holmes
SIGNATURE:	/Matthew Holmes/
DATE SIGNED:	02/06/2023

Total Attachments: 5source=IP (Trademark) Security Agreement - Sourcepass Contemporary to Met (Dec 2022)#page1.tif
source=IP (Trademark) Security Agreement - Sourcepass Contemporary to Met (Dec 2022)#page2.tif

source=IP (Trademark) Security Agreement - Sourcepass Contemporary to Met (Dec 2022)#page3.tif
source=IP (Trademark) Security Agreement - Sourcepass Contemporary to Met (Dec 2022)#page4.tif
source=IP (Trademark) Security Agreement - Sourcepass Contemporary to Met (Dec 2022)#page5.tif

INTELLECTUAL PROPERTY
SECURITY AGREEMENT
(TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of November 8, 2022, is made by SOURCEPASS CONTEMPORARY, LLC, a New York limited liability company (the “Grantor”), in favor of Metropolitan Partners Group Administration, LLC, as administrative, payment and collateral agent for itself and the Secured Parties under the Credit Agreement (as defined below) (in such capacities, together with its successors and permitted assigns, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into by and among Sourcepass, Inc., a Delaware corporation (“Borrower”), Sourcepass Holdings, LLC, a Delaware limited liability company (“Parent”), each of the Subsidiaries of Parent (other than the Borrower) that is now or hereafter becomes a guarantor of the Obligations of Borrower and the other Guarantors from time to time party thereto (together with Parent, each a “Guarantor”, and collectively, the “Guarantors”), each of the financial institutions from time to time party thereto (collectively the “Lenders”) and Agent, Lenders have agreed to make, and may hereafter make, Term Loans (as defined therein) to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of December 30, 2021, made by and among the Grantors (as defined therein) party thereto and Agent for itself and the Secured Parties (as such agreement has or may hereafter be amended, restated, supplemented or otherwise modified from time to time, including pursuant to any joinder to the security agreement entered into by a Loan Party (including, without limitation, the Joinder to Security Agreement entered into by the Grantor in favor of Agent on the date hereof), together with such joinders, the “Security Agreement”), to secure the Secured Obligations (as defined therein); and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to continue to extend credit under the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including the Recitals) without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor and the other Loan Parties, hereby collaterally assigns and pledges to Agent, for the benefit of the Secured Parties, and grants to

Agent, for the benefit of the Secured Parties, a continuing Lien on and security interest in all of its right, title and interest in and to all of Grantor's Trademarks, including without limitation, the Trademarks set forth on Schedule I attached hereto and made a part of this Agreement, and all proceeds and products thereof (the "Trademark Collateral"), in each case, other than any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder, in each case, to the extent required by the terms of the Credit Agreement and the Security Agreement.

Section 5. Counterparts. This Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf image and email) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).

[SIGNATURE PAGES FOLLOW]

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

SOURCEPASS CONTEMPORARY, LLC, as Grantor

DocuSigned by:

By: _____
Name: Charles Canton
Title: Chief Executive Officer and President

ACCEPTED AND AGREED
as of the date first above written:

METROPOLITAN PARTNERS GROUP
ADMINISTRATION, LLC, as Agent

By: Miles Peet
Name: Miles Peet
Title: Authorized Signatory

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)

1. TRADEMARKS REGISTRATIONS

- CCSI Word Mark (Reg. No. 2827588) filed February 5, 2001.

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.