

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cordance Operations LLC		03/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Speciality Lending, Inc.		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4816398	HAPARA	
Registration Number:	4816397	HAPARA	
Serial Number:	97451275	HAPARA DIGITAL BACKPACK	
Serial Number:	90655299	DIGITAL BACKPACK	
Registration Number:	4747643		
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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	03/02/2023		

OP \$140.00 4816398

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2023 (this “**Agreement**”) by **CORDANCE OPERATIONS LLC** (the “**Grantor**”) in favor of **SIXTH STREET SPECIALTY LENDING, INC.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **CORDANCE OPERATIONS LLC**, a Delaware limited liability company (“**Company**”), as borrower, **CORDANCE HOLDINGS LP**, a Delaware limited partnership (“**Holdings**”), the lenders party thereto from time to time (the “**Lenders**”), and **SIXTH STREET SPECIALTY LENDING, INC.**, as Administrative Agent and Collateral Agent;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that each Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of July 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Lenders, this 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to the Collateral Agent, on behalf of itself and the Lenders, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks including, without limitation, those U.S. applied for and registered Trademarks referred to on Schedule I hereto but excluding any Excluded Property and 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;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including without limitation, income, royalties, proceeds, damages, and liabilities at any time due

or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **TERMINATION.** At such time as the Payment in Full of all Secured Obligations and the cancellation or termination of the Commitments, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at the Grantor's sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 4 shall be without warranty by the Collateral Agent or any Lender.
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.
6. **CONFLICTS.** In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

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

CORDANCE OPERATIONS LLC,
the Grantor

DocuSigned by:

By: *Dan Savage*
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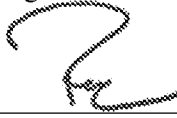
Name: Dan Savage

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SIXTH STREET SPECIALTY LENDING, INC.,

as the Collateral Agent



By: _____

Name: Robert (Bo) Stanley



Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007990 FRAME: 0836

Schedule I

Trademarks

Mark	Country	App. Date	Serial No.	Reg. Date	Reg. No.	Status
	U.S.	Oct. 13, 2014	86421678	Sep. 22, 2015	4816398	Registered.
HAPARA	U.S.	Oct. 13, 2014	86421673	Sep. 22, 2015	4816397	Registered.
HAPARA DIGITAL BACKPACK	U.S.	Jun. 09, 2022	97451275	N/A	N/A	Pending
DIGITAL BACKPACK	U.S.	Apr. 19, 2021	90655299	N/A	N/A	Pending
	U.S.	Oct. 13, 2014	86421681	Jun. 2, 2015	4747643	Registered.