

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794332

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|---|---|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gagen MacDonald, L.L.C. | | 03/14/2023 | Limited Liability Company: DELAWARE |
| Triligent LLC | | 03/14/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as Administrative Agent | | |
| Street Address: | 6460 Las Colinas Blvd | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75039 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6860075 | THE HUMAN STRUGGLE OF CHANGE | |
| Registration Number: | 6860076 | CREATING CLARITY FROM CHAOS | |
| Registration Number: | 5975228 | THE THREE THINGS THAT CHANGE EVERYTHING | |
| Registration Number: | 5267852 | ENTERPRISE RISK STEWARDSHIP | |
| Registration Number: | 4840673 | GAGEN MACDONALD | |
| Registration Number: | 4840674 | LOVE IN BUSINESS IS GOOD BUSINESS | |
| Registration Number: | 4086858 | LET GO & LEAD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123108007 | | |
| <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: | 2123108000 | | |
| Email: | juan.arias@weil.com | | |
| Correspondent Name: | Hye-Jin Kim | | |
| Address Line 1: | Weil, Gotshal & Manges LLP | | |
| Address Line 2: | 767 Fifth Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |

CH \$190.00 6860075

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|--------------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | Hye-Jin Kim - 35899.0636 |
| NAME OF SUBMITTER: | Hye-Jin Kim |
| SIGNATURE: | /Hye-Jin Kim/ |
| DATE SIGNED: | 03/14/2023 |

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of March 14, 2023 is made by Gagen MacDonald, L.L.C. and Trilligent LLC (the “Grantors” and each, a “Grantor”), and Citibank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 23, 2021 (as the same may be amended and restated by the Amendment and Restatement Agreement, dated as of March 14, 2023 (the “Amendment and Restatement Agreement”), and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among APCO Worldwide Holdings Inc., a Delaware corporation, as Holdings, APCO Worldwide LLC, a Delaware limited liability company, (the “U.S. Borrower”), APCO Worldwide Limited, a limited company organized in the United Kingdom (the “UK Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Administrative Agent, the Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed to guarantee the Guaranteed Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of July 23, 2021 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Amendment and Restatement Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or, if not defined in the Security Agreement, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all of its Trademarks and exclusive Trademark Licenses, in each case, constituting Collateral, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use Trademark application for so long as such intent-to-use Trademark application fully qualifies as an Excluded Asset (collectively, the “Trademark Collateral”).

Section 3. Security Agreement. The security interest granted in connection with this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, notwithstanding anything herein to the contrary, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement and any other necessary or desirable actions in connection with all Trademark Collateral of such Grantor.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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.

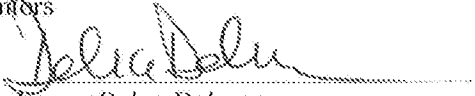
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

GAGEN MACDONALD, L.L.C.
TRILLIGENT LLC,
as Grantors

By:

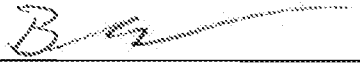


Name: Debra Delman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Brian Lewald
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008002 FRAME: 0817

SCHEDULE I
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Registrations

1. U.S. TRADEMARK REGISTRATIONS:

| Trademark Owner | App. No | App. Date | Reg. No | Reg. Date | Status | Country |
|--------------------|---------|-----------|---------|-----------|--------|---------|
|--------------------|---------|-----------|---------|-----------|--------|---------|

Gagen MacDonald, L.L.C.

| | | | | | | |
|------------------------------------|----------|--------------|---------|--------------|------------|--------------------------|
| THE HUMAN STRUGGLE OF CHANGE | 90016100 | 23 June 2020 | 6860075 | 27 Sept 2022 | Registered | United States of America |
|------------------------------------|----------|--------------|---------|--------------|------------|--------------------------|

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|--|---|--|--|--|--|--|
| <i>Due Date</i> 27 Sep 2028 | <i>Action</i> Sec 8 Affidavit Due | | | | | |
| 35 public relations consulting services and business strategic communication consulting services in the fields of public affairs, government relations, issues management, grassroots advocacy, opinion research litigation support, corporate positioning, media relations, community affairs and strategic philanthropy, crisis counseling and media training. | | | | | | |

Owned By: Gagen MacDonald, L.L.C.

| | | | | | | |
|--------------------------------|----------|--------------|---------|--------------|------------|--------------------------|
| CREATING CLARITY FROM CHAOS | 90016108 | 23 June 2020 | 6860076 | 27 Sept 2022 | Registered | United States of America |
|--------------------------------|----------|--------------|---------|--------------|------------|--------------------------|

| | | | | | | |
|--|---|--|--|--|--|--|
| <i>Due Date</i> 27 Sep 2028 | <i>Action</i> Sec 8 Affidavit due | | | | | |
| 35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, government relations, issues management, grassroots advocacy, opinion research litigation support, corporate positioning, media relations, community affairs and strategic philanthropy, crisis counseling and media training. | | | | | | |

TRADEMARK

REEL: 008002 FRAME: 0818

Owned By: *Gagen MacDonald, L.L.C.*

THE THREE THINGS
THAT CHANGE EVERYTHING 88300336 13 Feb 2019 5975228 4 Feb 2020 Registered United States of America

Due Date Action

4 Feb 2026 Sec 8 Affidavit due

35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, grassroots advocacy, corporate positioning, community affairs, strategic philanthropy, business crisis counseling; government relations consultancy services; business management consulting; media relations services.
41 Educational services, namely, providing training in the field of media training.

Owned By: *Gagen MacDonald, L.L.C.*

ENTERPRISE RISK STEWARDSHIP 86868708 7 January 2016 5267852 15 Aug 2017 Registered United States of America

Due Date Action

15 Aug 2023 Sec 8 Affidavit due

35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, grassroots advocacy, corporate positioning, community affairs, strategic philanthropy, business crisis counseling; government relations consultancy services; business management consulting; media relations services.

Owned By: *Gagen MacDonald, L.L.C.*

GAGEN MACDONALD 86560295 11 March 2015 4840673 27 Oct 2015 Registered United States of America

Due Date Action

27 Oct 2025 Next Renewal Due

35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, grassroots advocacy, corporate positioning, community affairs, strategic philanthropy, business crisis counseling; government relations consultancy services; business management consulting; media relations services.

TRADEMARK

REEL: 008002 FRAME: 0819

41 Educational services, namely, providing training in the field of media training.
Owned By: Gagen MacDonald, L.L.C.

LOVE IN BUSINESS 86560314 11 March 2015 4840674 27 Oct 2015 Registered United States of America
IS GOOD BUSINESS

Due Date Action
27 Oct 2025 Next Renewal Due

35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, grassroots advocacy, corporate positioning, community affairs, strategic philanthropy, business crisis counseling; government relations consultancy services; business management consulting; media relations services.

Owned By: Gagen MacDonald, L.L.C.

LET GO & LEAD 85300910 21 April 2011 4086858 17 Jan 2012 Registered United States of America

Due Date Action
17 Jan 2032 Next Renewal Due

41 Educational services, namely, providing training in the field of media training.

Owned By: Gagen MacDonald, L.L.C.

Triligent LLC

TRILLIGENT 018512924 13 Jul 2021 018512924 1 Dec 2021 Registered European Union

Due Date Action
13 Jul 2031 Next Renewal Due

35 public relations consulting services and business strategic communication consulting services in the fields of public affairs, government relations, issues management, grassroots advocacy, opinion research litigation support, corporate positioning, media relations, community affairs and strategic philanthropy, crisis counseling and media training.

Owned By: Triligent LLC

TRILLIGENT 00003668255 13 Jul 2021 00003668255 12 Nov 2021 Registered United Kingdom

Due Date *Action*

13 Jul 2031 Next Renewal Due

35 Public relations consulting services and business strategic communication consulting services in the fields of public affairs, government relations, issues management, grassroots advocacy, opinion research litigation support, corporate positioning, media relations, community affairs and strategic philanthropy, crisis counseling and media training.

Owned By: Trilligent LLC

- 2. U.S. TRADEMARK APPLICATIONS: None.
- 3. TRADEMARK LICENSES: None.