

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intensity, LLC		03/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4882414	INTENSITY	
Registration Number:	4882415	INTENSITY	
Registration Number:	4882434		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	katharineharper@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Katharine A. Harper		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	03/17/2023		
Total Attachments: 5			
source=FILE 1 Intensity - First Lien Trademark Security Agreement [Executed]#page1.tif			
source=FILE 1 Intensity - First Lien Trademark Security Agreement [Executed]#page2.tif			

CH \$90.00 4882414

source=FILE 1 Intensity - First Lien Trademark Security Agreement [Executed]#page3.tif

source=FILE 1 Intensity - First Lien Trademark Security Agreement [Executed]#page4.tif

source=FILE 1 Intensity - First Lien Trademark Security Agreement [Executed]#page5.tif

First Lien Trademark Security Agreement

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2023 (this “Agreement”), among INTENSITY, LLC, a Delaware limited liability company (the “Grantor”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”).

WHEREAS, SECRETARIAT ADVISORS LLC (the “Parent Borrower”), SECRETARIAT ADVISORS INTERMEDIATE HOLDINGS LLC (“Holdings”), the LENDERS from time to time party thereto, KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “Administrative Agent”), Collateral Agent, Swing Line Lender and LC Issuer, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 29, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Lenders have agreed to extend credit and the LC Issuers have agreed to issue Letters of Credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement, dated as of December 29, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Parent Borrower, Holdings, the Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “Collateral Agent”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those registrations and registration applications in the USPTO owned by the Grantor and listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Any signature to this Agreement may be delivered by facsimile, electronic transmission (e.g., "pdf" or ".tif") or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTENSITY, LLC,
as the Grantor

By: 
Name: John Little
Title: Chief Financial Officer and Chief Operating Officer

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent



By: *Ryan Pastore*
Name: RYAN PASTORE
Title: SVP

[Signature Page to the First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008024 FRAME: 0071

Schedule I

United States Trademarks and Trademark Applications

Mark	Record Owner	Registration No.
INTENSITY	Intensity, LLC	4,882,414
 INTENSITY	Intensity, LLC	4,882,415
	Intensity, LLC	4,882,434