

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accelebrate, LLC		03/29/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tree Line Capital Partners, LLC, as Agent		
<b>Street Address:</b>	101 California Street, Suite 1700		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5026890	ACCELEBRATE ACCELERATED LEARNING, CELEBR	
<b>Registration Number:</b>	5026900	ACCELERATED LEARNING, CELEBRATED RESULTS	
<b>Registration Number:</b>	2836688	ACCELEBRATE	
<b>Registration Number:</b>	2975347	ACCELEBRATE	
<b>Registration Number:</b>	2965881	ACCELERATED LEARNING ACCELEBRATE CELEBRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	057718-0015		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	03/29/2023		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) dated as of March 29, 2023, is made by Accelebrate, LLC, a Delaware limited liability company (“**Grantor**”) in favor of Tree Line Capital Partners, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of December 27, 2021 (as supplemented by that certain Joinder Agreement, dated as of June 13, 2022, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of July 19, 2022, as amended by that certain Amendment No. 2 to Credit Agreement, dated as of September 16, 2022, as supplemented by that certain Joinder Agreement, dated as of October 17, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), by and among AlpineX OpCo, LLC, a Delaware limited liability company (“**Borrower**”), AlpineX Holdco, LLC, a Delaware limited liability company (“**Holdings**”), each other Person from time to time party thereto that is designated as a Credit Party (as defined therein), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to a Guaranty and Security Agreement of dated as of December 27, 2021 in favor of Agent (as supplemented by that certain Joinder Agreement, dated as of June 13, 2022, and as supplemented by that certain Pledge Amendment, dated as of June 13, 2022, as supplemented by that certain Joinder Agreement, dated as of October 17, 2022, as supplemented by that certain Pledge Amendment, dated as of October 17, 2022, and as may be further amended, restated, amended and restated, modified, and/or supplemented from time to time prior to the date hereof, the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. **Notice of Security Interest in Trademark Collateral**. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, pursuant to the Guaranty and Security Agreement, mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent that 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 renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 their Trademarks subject to a security interest hereunder.

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.

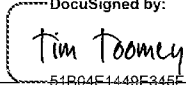
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each undersigned 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.

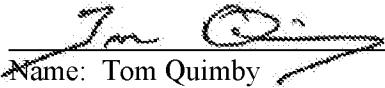
Very truly yours,

**ACCELERATE, LLC,**  
as Grantor

By:  51B04E1449E345F...  
Name: Timothy Toomey  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**TREE LINE CAPITAL PARTNERS, LLC**, as Agent

By:   
Name: Tom Quimby  
Title: Managing Partner

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner/ Applicant</u>	<u>Title/Trademark</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Accelebrate, LLC		USA	5026890	August 23, 2016
Accelebrate, LLC	ACCELERATED LEARNING, CELEBRATED RESULTS	USA	5026900	August 23, 2016
Accelebrate, LLC	ACCELEBRATE	USA	2836688	April 27, 2004
Accelebrate, LLC		USA	2975347	July 26, 2005
Accelebrate, LLC	ACCELERATED LEARNING ACCELEBRATE CELEBRATED RESULTS	USA	2965881	July 12, 2005

2. TRADEMARK APPLICATIONS

None.