

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essex Management, LLC		05/16/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP, as administrative agent		
Street Address:	600 5th Avenue		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97217475	ESSEX	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	118303-0003		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	05/17/2023		
Total Attachments: 6			
source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page1.tif			
source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page2.tif			
source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page3.tif			

CH \$40.00 97217475

source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page4.tif

source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page5.tif

source=Emmes (NMC) - Essex Joinder Trademark Security Agreement - (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 16, 2023. (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Essex Management, LLC, a Maryland limited liability company (the “**Additional Grantor**”) in favor of Adams Street Credit Advisors LP, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

Reference is hereby made to the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), dated as of July 7, 2022, by and among the Holdings, the Initial Borrower, the Borrower and certain Subsidiaries of the Borrower party thereto and the Administrative Agent, and certain other entities which become parties to the Security Agreement from time to time, including, without limitation, those that become party thereto by executing a Security Agreement Supplement in substantially the form hereof (such parties, including the Additional Grantor, each a “**Grantor**”, and, collectively, the “**Grantors**”).

WHEREAS, the Additional Grantor has agreed to execute and deliver the Security Agreement Supplement in order to become a party to the Security Agreement;

WHEREAS, the Additional Grantor is party to that certain Security Agreement, pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Additional Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Additional Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,

- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Additional Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Additional Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

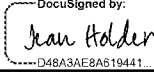
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission (i.e., a “pdf” or “tif”) of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated thereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term “**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Additional 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.

ESSEX MANAGEMENT, LLC, as an
ADDITIONAL GRANTOR

By: 
Name: Jean Holder
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008076 FRAME: 0486

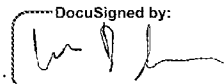
ACCEPTED AND ACKNOWLEDGED BY:

ADAMS STREET CREDIT ADVISORS LP, as
Administrative Agent

By: Adams Street Credit Advisors GP LLC, its
general partner

By: Adams Street Partners, LLC, its member

DocuSigned by:




By: _____
4D4C42BA804845C

Name: William B. Sacher

Title: Partner

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Essex Management, LLC		97217475	January 13, 2022