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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM813337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aduro Advisors, LLC		05/26/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC	
Street Address:	311 South Wacker Drive	
Internal Address:	Suite 6400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5592170	FUNDPANEL
Registration Number:	5653020	FP FUNDPANEL

CORRESPONDENCE DATA

Fax Number:

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.

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:	05/26/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2023 (this "<u>Agreement</u>"), is executed by the undersigned (each, a "<u>Grantor</u>") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the Lenders ("<u>Agent</u>"), in connection with a Security Agreement, dated as of May 26, 2023, among Grantors party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Security Agreement.

Pursuant to the Security Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, each Grantor does hereby grant to Agent, for itself and the ratable benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to the extent constituting Collateral under the Security Agreement, to and under the following, whether presently existing or hereafter created or acquired:

- all Trademarks, including the Trademark registrations and applications to register Trademarks listed on <u>Schedule 1</u>, together with any renewals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark registration referred to in Schedule 1 and any Trademark registrations granted pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms 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 Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized term "Trademarks" is as defined in the Credit Agreement. That definition, in relevant part, *mutatis mutandis*, is provided below for convenience

only and do not affect the construction of this Agreement, the Credit Agreement, or the Security Agreement:

"Trademarks" means (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), including any common law rights; (b) all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (c) all reissues, extensions or renewals thereof; (d) all goodwill associated with or symbolized by any of the foregoing; and (e) all rights in or to any of the foregoing.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

[Signature pages follow]

The undersigned Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

ADURO ADVISORS, LLC, a California limited liability company, as a Grantor

Ву:

Name: Braughm Ricke

Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Agent

By:	
Name:	
Title:	

The undersigned Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

> ADURO ADVISORS, LLC, a California limited liability company, as a Grantor

By:

Name: Braughm Ricke

Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT

ADVISORS, LLC, as Agent

By: Name: _

Gerry Burrows

Managing Director

Title:

Signature Page to Trademark Security Agreement

SCHEDULE 1

TRADEMARK COLLATERAL

Owner	<u>Mark</u>	Application No / Registration No	Filing Date / Registration Date	Country
Aduro Advisors, LLC	FUNDPANEL	5592170	10/23/2018	US
Aduro Advisors, LLC	FP FUNDPANEL	5653020	01/15/2019	US

RECORDED: 05/26/2023