

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTR GLOBAL LLC		06/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6948605	OTR GLOBAL	
Registration Number:	5254392	OTR GLOBAL FIELD FORCE	
Registration Number:	4881996	OTR VIEWPOINT	
Registration Number:	3857305	OTR GLOBAL PRIMARY INTELLIGENCE	
Registration Number:	3519265	OTR	
Registration Number:	2865996	OFF THE RECORD	
Registration Number:	2399150	OFF THE RECORD RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043732.000089		

OP \$190.00 6948605

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/01/2023
Total Attachments: 5 source=TSA - OTR Global LLC to Alter Domus (US) LLC, as Collateral Agent#page1.tif source=TSA - OTR Global LLC to Alter Domus (US) LLC, as Collateral Agent#page2.tif source=TSA - OTR Global LLC to Alter Domus (US) LLC, as Collateral Agent#page3.tif source=TSA - OTR Global LLC to Alter Domus (US) LLC, as Collateral Agent#page4.tif source=TSA - OTR Global LLC to Alter Domus (US) LLC, as Collateral Agent#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2023, is made by OTR Global LLC, a Delaware limited liability company (a “Grantor” and together with the Loan Parties added hereto from time to time, the “Grantors”), in favor of Alter Domus (US) LLC (“Alter Domus”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BWG Strategy LLC, a Delaware limited liability company, BWG Holdco, LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, PineBridge Private Credit Agent LLC, as administrative agent, JPMorgan Chase Bank, N.A., as revolver agent, and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to pledge and grant to the Collateral Agent substantially all of the assets of Grantor as security for the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the timely and complete payment or performance, as the case may be, when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a Lien and security interest in, all of its right, title and interest in, to and under all of its Trademarks, including, but without limitation, those referred to on Schedule I hereto (the “Trademark Collateral”).

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademark Collateral” shall not include any United States “intent-to-use” trademark application, unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an “intent-to-use” basis, at which time the Trademark applications shall automatically be subject to the security interest granted herein, but such “intent-to-use” trademark applications are only excluded to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark applications (or the resulting trademark registrations).

Section 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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral 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.

Section 4. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

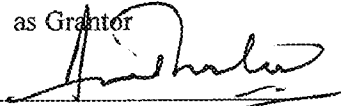
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

OTR GLOBAL LLC
as Grantor

By: _____


Name: Anil Prahlad
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, 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.

OTR GLOBAL LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:  _____
Name: Pinju Chiu
Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

OTR Global LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
OTR GLOBAL	6948605	01/10/2023
OTR GLOBAL FIELD FORCE	5254392	08/01/2017
OTR VIEWPOINT	4881996	01/05/2016
OTR GLOBAL PRIMARY INTELLIGENCE and Design	3857305	10/05/2010
OTR	3519265	10/21/2008
OFF THE RECORD	2865996	07/27/2004
OFF THE RECORD RESEARCH	2399150	10/31/2000