

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820531

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cordance Operations LLC		06/28/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sixth Street Specialty Lending, Inc.		
<b>Street Address:</b>	2100 McKinney Avenue		
<b>Internal Address:</b>	Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77870693	WAREHOUSE TWO	
<b>Serial Number:</b>	77254753	EXECUKEYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	212.318.6000		
<b>Email:</b>	yoosonlee@paulhastings.com		
<b>Correspondent Name:</b>	Yooson Sandy Lee		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee		
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee		
<b>DATE SIGNED:</b>	06/28/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2023 (this “**Agreement**”) by **CORDANCE OPERATIONS LLC** (the “**Grantor**”) in favor of **SIXTH STREET SPECIALTY LENDING, INC.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

**WITNESSETH:**

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of July 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, as borrower, **CORDANCE HOLDINGS LP**, a Delaware limited partnership (“**Holdings**”), the lenders party thereto from time to time (the “**Lenders**”), and **SIXTH STREET SPECIALTY LENDING, INC.**, as Administrative Agent and Collateral Agent;

**WHEREAS**, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that each Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of July 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Lenders, this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to the Collateral Agent, on behalf of itself and the Lenders, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks including, without limitation, those U.S. applied for and registered Trademarks referred to on Schedule I hereto but excluding any Excluded Property and any intent-to-use trademark application prior to the filing 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 such intent-to-use trademark application under applicable federal law;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including without limitation, income, royalties, proceeds, damages, and liabilities at any time due or payable or asserted under and with respect to any of the foregoing,

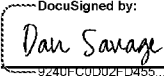
including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirm that the rights and remedies of the Collateral 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.
4. TERMINATION. At such time as the Payment in Full of all Secured Obligations and the cancellation or termination of the Commitments, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at the Grantor's sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 4 shall be without warranty by the Collateral Agent or any Lender.
5. COUNTERPARTS. This 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. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the 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.

**CORDANCE OPERATIONS LLC,**  
the Grantor


DocuSigned by:  
By:   
Name: Dan Savage  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**SIXTH STREET SPECIALTY LENDING, INC.,**  
as the Collateral Agent

By:



\_\_\_\_\_  
Name: Robert (Bo) Stanley  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008116 FRAME: 0895**

**Schedule I**

**Trademarks**

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
WarehouseTWO	U.S.	Nov. 11, 2009	77870693	Aug. 24, 2010	3837093	Registered
ExecuKeys	U.S.	Aug. 14, 2007	77254753	July 29, 2008	3475154	Registered