

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828241

<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>
Connecting Point Marketing Group, LLC		07/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88207580	C-STOREPOINT	
<b>Serial Number:</b>	88384628	C-BUILDPOINT	
<b>Serial Number:</b>	88384637	SENIORLIVINGPOINT	
<b>Serial Number:</b>	90489108	MULTIFAMILYPOINT	
<b>Serial Number:</b>	88642696	NEXTPOINT	
<b>Serial Number:</b>	87033061	HEALTHPOINT	
<b>Serial Number:</b>	85115484	RESTAURANTPOINT	
<b>Serial Number:</b>	85115470	HOTELPOINT	
<b>Serial Number:</b>	77056890	BUILDPOINT	
<b>Serial Number:</b>	76621915	STOREPOINT	
<b>Serial Number:</b>	76621913	CONNECTING POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	jess.bajada-bartlett@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS C/O J. Bajada-Bartlett		
<b>Address Line 1:</b>	1271 Avenue of the Americas		

OP \$290.00 88207580

<b>Address Line 4:</b>	New York, NEW YORK 10020
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0151
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett
<b>DATE SIGNED:</b>	07/31/2023
<b>Total Attachments: 5</b> source=Emerald - Joinder - Trademark Security Agreement (Connecting Point) (Executed)#page1.tif source=Emerald - Joinder - Trademark Security Agreement (Connecting Point) (Executed)#page2.tif source=Emerald - Joinder - Trademark Security Agreement (Connecting Point) (Executed)#page3.tif source=Emerald - Joinder - Trademark Security Agreement (Connecting Point) (Executed)#page4.tif source=Emerald - Joinder - Trademark Security Agreement (Connecting Point) (Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of July 31, 2023, is entered into by the undersigned (the “Grantor”) in favor of Bank of America, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

**WHEREAS**, the Grantor has executed and delivered that certain Assumption Agreement dated as of the date hereof, to the Amended and Restated Pledge and Security Agreement, dated as of May 22, 2017 in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

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

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now or at any time hereafter owned by the Grantor or in which the Grantor now has or at any time in the future may own any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. trademarks, trade names, trade dress corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

provided, however, that the foregoing shall not include 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 or any registration issuing therefrom under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the 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 Pledge 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

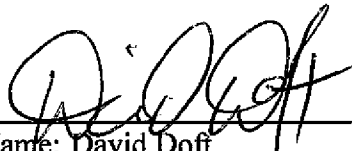
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signatures delivered by facsimile or PDF or other electronic means shall have the same force and effect as manual signatures delivered in person. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this IP Security Agreement Supplement or any document to be signed in connection with this IP Security Agreement Supplement and the transactions contemplated hereby shall be deemed to include electronic signatures, 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 state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

*[Signatures follow]*

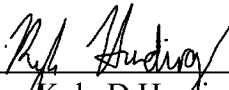
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CONNECTING POINT MARKETING GROUP, LLC

By:   
Name: David Doff  
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Kyle D Harding  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008150 FRAME: 0346**

Schedule A

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
C-STOREPOINT	Registered	88/207,580	27-Nov-2018	5,928,393	03-Dec-2019
C-BUILDPOINT	Registered	88/384,628	13-Apr-2019	6,065,455	26-May-2020
SENIORLIVINGPOINT	Registered	88/384,637	13-Apr-2019	6,065,456	26-May-2020
MULTIFAMILYPOINT	Registered	90/489,108	26-Jan-2021	6,975,241	07-Feb-2023
NEXTPOINT	Registered	88/642,696	4-Oct-2019	6,018,995	24-Mar-2020
HEALTHPOINT	Registered	87/033,061	11-May-2016	5,326,659	07-Nov-2017
RESTAURANTPOINT	Registered	85/115,484	25-Aug-2010	4,165,152	26-Jun-2012
HOTELPOINT	Registered	85/115,470	25-Aug-2010	4,136,248	01-May-2012
BUILDPOINT	Registered	77/056,890	05-Dec-2006	3,354,988	18-Dec-2007
STOREPOINT	Registered	76/621,915	23-Nov-2004	3,199,253	16-Jan-2007
CONNECTINGPOINT	Registered	76/621,913	23-Nov-2004	3,189,767	26-Dec-2006