

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828574

<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>
SES-R1, LLC		08/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WhiteHorse Capital Management, LLC		
<b>Street Address:</b>	1271 Avenue of the Americas		
<b>Internal Address:</b>	22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3433940	RESOURCE - ONE	
<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>	714.668.6200		
<b>Email:</b>	johnkline@paulhastings.com		
<b>Correspondent Name:</b>	John Kline		
<b>Address Line 1:</b>	695 Town Center Drive		
<b>Address Line 2:</b>	Seventeenth Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	John Kline		
<b>SIGNATURE:</b>	/s/ John Kline		
<b>DATE SIGNED:</b>	08/01/2023		
<b>Total Attachments: 3</b>			
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GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of August 1, 2023, is made by SES-R1, LLC, a Delaware limited liability company (the "Grantor") and together with any party which may become party hereto as a Grantor, collectively, the "Grantors", in favor of WhiteHorse Capital Management, LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties referenced therein, parties to the Security Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Security Agreement.

WHEREAS, pursuant to the Security and Pledge Agreement dated as of August 1, 2023 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement") by and among the Grantors party thereto, and the Administrative Agent, the Grantor has granted a Lien on and a continuing security interest in the Collateral (including the Trademarks) to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby pledges and grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (including those items shown on Schedule 1 attached hereto) (collectively, the "Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent for the ratable benefit of the Secured Parties.
2. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
4. This Agreement may be executed in one or more counterparts and by the 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. This Agreement may be executed and delivered (including by facsimile transmission, ".pdf," or other electronic transmission, or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign)) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SES-R1, LLC**, a Delaware limited liability company

By: 

Name: Jeffrey S. Sweren

Title: Chief Financial Officer and Secretary

*[Signature page to Trademark Security Agreement]*

**Schedule 1**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>App. No.</b>	<b>Registration No.</b>	<b>Owner</b>
RESOURCE - ONE	77087655	3433940	SES-R1, LLC