

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZRG PARTNERS, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 Peachtree Center Ave. NE		
Internal Address:	17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90289052	HERE TO SERVE NOW MORE THAN EVER	
Serial Number:	87306095	R THE GOLD STANDARD FOR INTERIM PLACEMEN	
Serial Number:	88380901	REGISTRY ADVISORY SERVICES	
Serial Number:	86757580	THE GOLD STANDARD FOR INTERIM PLACEMENTS	
Serial Number:	86757573	THE REGISTRY	
Serial Number:	87306089	THE REGISTRY	
Serial Number:	87306097	THE REGISTRY THE GOLD STANDARD FOR INTER	
Serial Number:	86759731	TURNING TRANSITIONS INTO OPPORTUNITIES	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	(404) 572-3117		
Email:	aquinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$215.00 90289052

NAME OF SUBMITTER:	Alanna Quinn
SIGNATURE:	/s/ Alanna Quinn
DATE SIGNED:	08/01/2023
Total Attachments: 5 source=Truist_ZRG - Trademark Security Agreement [Executed]#page1.tif source=Truist_ZRG - Trademark Security Agreement [Executed]#page2.tif source=Truist_ZRG - Trademark Security Agreement [Executed]#page3.tif source=Truist_ZRG - Trademark Security Agreement [Executed]#page4.tif source=Truist_ZRG - Trademark Security Agreement [Executed]#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2023 (this “Security Agreement”), is made by ZRG PARTNERS, LLC, a Delaware limited liability company (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, ZRG PARTNERS HOLDINGS CORP., a Delaware corporation (“Holdings”), ZRG PARTNERS, LLC, a Delaware limited liability company (the “Borrower”), the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, have entered into that certain Revolving Credit and Term Loan Agreement, dated as of November 30, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of November 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademark registrations and applications, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (iv) all income, royalties, proceeds 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;

provided, that, the Trademark Collateral shall not include, and no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Trademark Collateral later becomes Excluded Property, the Lien granted hereunder will automatically be deemed to have been released.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representations and Warranty.** Schedule I correctly sets forth all U.S. federal applied for and registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5. **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, in each case, to the extent such actions are required to be taken under the Guaranty and Security Agreement.

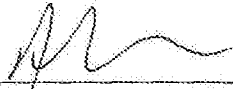
Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This 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.

[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.

ZRG PARTNERS, LLC

By: 
Name: *ANTHONY NATHANSON*
Title: *CFO*

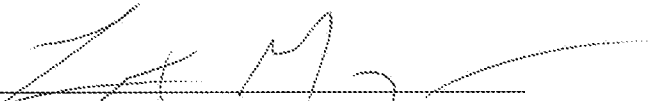
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008151 FRAME: 0973

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: 
Name: _____
Title: Lex Mayco
SVP

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

I. REGISTERED TRADEMARKS

OWNER	MARK	Application / Serial No.	Application Date	Registration No.	Registration Date
ZRG Partners, LLC	HERE TO SERVE NOW MORE THAN EVER	90289052	October 30, 2020	6438527	August 3, 2021
ZRG Partners, LLC	R THE GOLD STANDARD FOR INTERIM PLACEMENTS (Stylized/Design)	87306095	January 18, 2017	5261142	August 8, 2017
ZRG Partners, LLC	REGISTRY ADVISORY SERVICES	88380901	April 11, 2019	6011594	March 17, 2020
ZRG Partners, LLC	THE GOLD STANDARD FOR INTERIM PLACEMENTS	86757580	September 15, 2015	4945969	April 26, 2016
ZRG Partners, LLC	THE REGISTRY	86757573	September 15, 2015	5057508	October 11, 2016
ZRG Partners, LLC	THE REGISTRY (STYLIZED/DESIGN)	87306089	January 18, 2017	5284635	September 12, 2017
ZRG Partners, LLC	THE REGISTRY THE GOLD STANDARD FOR INTERIM PLACEMENTS (Stylized/Design)	87306097	January 18, 2017	5284636	September 12, 2017
ZRG Partners, LLC	TURNING TRANSITIONS INTO OPPORTUNITIES	86759731	September 17, 2015	4946127	April 26, 2016

II. TRADEMARK APPLICATIONS

None.