

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HXE Partners LLC		08/30/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent		
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7047996	HXE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sharon.elkin@katten.com		
Correspondent Name:	Sharon Elkin c/o Katten Muchin Rosenman		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	385629-00317		
NAME OF SUBMITTER:	Sharon Elkin		
SIGNATURE:	/Sharon Elkin/		
DATE SIGNED:	08/30/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 30, 2023, by and among HXE Partners LLC, a New York limited liability company (the “Grantor”), and Varagon Capital Partners Agent, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of April 25, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor granted to the Secured Parties a security interest in certain Intellectual Property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”), in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Liens granted hereunder shall be automatically released in the circumstances described in Section 7.12 of the Security Agreement and the Collateral Agent shall promptly take such actions and execute, acknowledge and deliver to the Grantor an instrument in writing

in recordable form or such other release documentation in form and substance reasonably satisfactory to the Grantor as the Grantor may reasonably request to release or reflect the release of the collateral pledge, grant, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (including without limitation, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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 similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Sections 7.14 through 7.16 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Recordation. The Grantor authorizes and requests that the USPTO or any other applicable Governmental Authority record this Trademark Security Agreement.

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IN WITNESS WHEREOF, each party has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HXE PARTNERS LLC

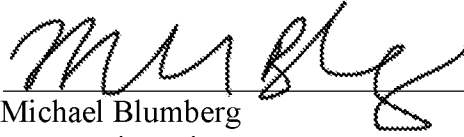
By:  _____
Name: Alvise Recchi
Title: Chief Executive Officer

COLLATERAL AGENT:

VARAGON CAPITAL PARTNERS AGENT, LLC

By: Varagon Capital Partners, L.P., its sole member

By:

A handwritten signature in black ink, appearing to read "M Blumberg", written over a horizontal line.

Name: Michael Blumberg

Title: Sr. Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008183 FRAME: 0474

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
HXE PARTNERS	7047996	5/9/2023	HXE Partners LLC

UNITED STATES TRADEMARK APPLICATIONS:

None.