

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WSB LLC		08/31/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6792181	DATAFI	
Registration Number:	6441527	WSB	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	096939-31610		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/31/2023		
Total Attachments: 4			
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IP SECURITY AGREEMENT—TRADEMARKS

This IP SECURITY AGREEMENT—TRADEMARKS (this “**IP Security Agreement—Trademarks**”) is made as of August 31, 2023, by WSB LLC, a Minnesota limited liability company, as successor in interest by merger to WSB & Associates, Inc. (the “**Grantor**”) in favor of Churchill Agency Services LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “**Grantee**”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 31, 2023 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the United States Trademarks (other than any “intent-to-use” application for registration of a Trademark), together with, among other things, the goodwill of the business symbolized by such Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This IP Security Agreement—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

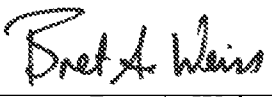
This IP Security Agreement—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed

to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

WSB LLC, AS GRANTOR


By: 

Name: Bret A. Weiss

Title: CEO

SCHEDULE A

1. Trademark Registrations

Mark	Serial No.	Registration No.	Status	Current Owner of Record
DATAFI	90530727	6792181	Registered	WSB LLC (as successor in interest by merger to WSB & Associates, Inc.)
	88185059	6441527	Registered	WSB LLC (as successor in interest by merger to WSB & Associates, Inc.)

2. Trademark Applications

None.