

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Trademarks		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benefit Resource LLC		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	CIB DMO, Mail Code NY1 - C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4468862	BRILLIANT	
Registration Number:	3277550	BENIVERSAL	
Registration Number:	2730137	ETRAC	
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>		
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111002-0257-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	09/01/2023		
Total Attachments: 6			
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**SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS**

SUPPLEMENT NO. 2 (this "Supplement") dated as of August 31, 2023, to the First Lien Security Agreement, dated as of March 29, 2019 (the "Closing Date") (as supplemented by that certain Supplement No. 1, dated as of August 24, 2022, and amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein) and JPMorgan Chase Bank, N.A. ("JPM"), as collateral agent (the "First Lien Collateral Agent") for the Secured Parties.

A. Reference is made to that certain First Lien Credit Agreement, dated as of March 29, 2019 (as amended by that certain Incremental Facility Amendment No. 1, dated as of June 1, 2022, that certain Amendment No. 2, dated as of June 30, 2023, that certain Incremental Facility Amendment No. 3, dated as of June 30, 2023, and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Minotaur Acquisition, Inc., a Delaware corporation (the "Borrower"), Minotaur Midco, Inc., a Delaware corporation ("Holdings"), JPM, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "First Lien Administrative Agent"), collateral agent (in such capacity, and together with its successors and permitted assigns, the "First Lien Collateral Agent") and as an L/C Issuer, each other L/C Issuer from time to time party thereto and each Lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Credit Agreement and the Security Agreement referred to therein.

C. In connection with the First Lien Credit Agreement, the Borrower and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and Restricted Subsidiaries. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the First Lien Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

Accordingly, the First Lien Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the First Lien Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and

delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the First Lien Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the First Lien Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral (excluding any Excluded Property), including:

(a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule I hereto;

(b) all Proceeds and products of the foregoing; and

(c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (in the case of Trademarks).

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the First Lien Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.


SECTION 13. Conflicts: Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the First Lien Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the First Lien Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or any other Acceptable Intercreditor Agreement entered into after the date hereof) and this Supplement, the terms of the Second Lien Intercreditor Agreement (or such Acceptable Intercreditor Agreement) shall govern and control.

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IN WITNESS WHEREOF, the New Grantor and the First Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

BENEFIT RESOURCE LLC,
as New Grantor

By: _____


Name: Jason Hall

Title: Chief Executive Officer

[Signature Page to Supplement No. 2 to Trademark Security Agreement]

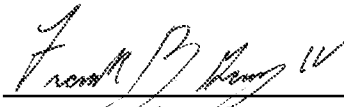
TRADEMARK
REEL: 008186 FRAME: 0113

IN WITNESS WHEREOF, the New Grantor and the First Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

BENEFIT RESOURCE LLC,
as New Grantor

By: _____
Name: Jason Hall
Title: Chief Executive Officer


JPMORGAN CHASE BANK, N.A., as First
Lien Collateral Agent

By:  _____
Name: Frank B. Gary IV
Title: Executive Director

SCHEDULE I
 TO SUPPLEMENT NO. 2 TO THE
 SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	International Class(es)	Owner Name
	U.S. Federal	REGISTERED	85784956	21-NOV-2012	4468862	21-JAN-2014	36	BENEFIT RESOURCE LLC
BENIVERSAL	U.S. Federal	REGISTERED	78745592	02-NOV-2005	3277550	07-AUG-2007	36	BENEFIT RESOURCE LLC
ETRAC	U.S. Federal	REGISTERED	76273757	19-JUN-2001	2730137	24-JUN-2003	9	BENEFIT RESOURCE LLC