

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837282

<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>
Milrose Consultants, LLC		08/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85590828	HLZA	
<b>Serial Number:</b>	85590831	HLZA	
<b>Serial Number:</b>	85588462	HLZA	
<b>Serial Number:</b>	88602709	MILROSE CONSULTANTS	
<b>Serial Number:</b>	88530450		
<b>Serial Number:</b>	87722858	CODE ON THE ROAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	09/06/2023		

CH \$165.00 85590828

**Total Attachments: 5**

source=monroe milrose trademark security agreement executed 2023#page1.tif

source=monroe milrose trademark security agreement executed 2023#page2.tif

source=monroe milrose trademark security agreement executed 2023#page3.tif

source=monroe milrose trademark security agreement executed 2023#page4.tif

source=monroe milrose trademark security agreement executed 2023#page5.tif

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of August 31, 2023, is executed by the undersigned (“Grantor”) for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent for itself and the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of August 31, 2023, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

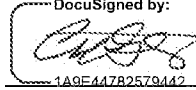
“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

The undersigned Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**MILROSE CONSULTANTS, LLC,**  
a Delaware limited liability company,  
as Grantor

DocuSigned by:



By: \_\_\_\_\_

Name: Christopher Grambling

Title: Vice President and Assistant Secretary

Acknowledged:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC**, as Administrative Agent

By: *Jake Silverman*  
Name: Jake Silverman  
Title: Vice President

SCHEDULE 1

**TRADEMARK COLLATERAL**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
HLZA	85590828	4/6/12	4365679	7/9/13	Registered	MILROSE CONSULTANTS, LLC
HLZA	85590831	4/6/12	4515223	4/15/14	Registered	MILROSE CONSULTANTS, LLC
HLZA	85588462	4/4/12	4365649	7/9/13	Registered	MILROSE CONSULTANTS, LLC
MILROSE CONSULTANTS	88602709	9/3/19	5984507	2/11/20	Registered	MILROSE CONSULTANTS, LLC
Design Only	88530450	7/23/19	5982402	2/11/20	Registered	MILROSE CONSULTANTS, LLC
CODE ON THE ROAD	87722858	12/15/17	5539457	8/14/18	Registered	MILROSE CONSULTANTS, LLC (as successor to merger with Milrose Consultants, Inc.)