

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839574

<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>
GOVISE, LLC		09/15/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abacus Finance Group, LLC, as Administrative Agent		
<b>Street Address:</b>	335 Madison Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7140677	GOVISE	
<b>Registration Number:</b>	7140668	AMPLIFY YOUR CAPABILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6174821776		
<b>Email:</b>	smordas@goulstonstorrs.com		
<b>Correspondent Name:</b>	Stacey A. Mordas		
<b>Address Line 1:</b>	400 ATLANTIC AVENUE		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas		
<b>SIGNATURE:</b>	/Stacey A. Mordas/		
<b>DATE SIGNED:</b>	09/15/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 15, 2023 is made by GOVISE, LLC (formerly known as Govise Inc.), a California limited liability company (the "Grantor"), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Secured Parties referred to in the Guarantee and Collateral Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among FRAMEWORK SOLUTIONS LLC, a Connecticut limited liability company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower, FRAMEWORK SOLUTIONS INTERMEDIATE LLC, a Delaware limited liability company, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement dated as of February 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Credit Agreement, Grantor, Borrower and the Administrative Agent have entered into that certain Joinder to Guarantee and Collateral Agreement dated as of September 5, 2023 (the "Joinder Agreement"), pursuant to which Grantor became a "Grantor" and a "Guarantor" under the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Joinder Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- 2.1. all of its Trademarks, including those referred to on Schedule I hereto;
- 2.2. all extensions and renewals of the foregoing;
- 2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of doubt and notwithstanding the foregoing or anything else herein to the contrary, nothing in this Agreement shall be construed to pledge, collaterally assign or grant a security interest in any Excluded Property, and the Trademark Collateral shall not include any Excluded Property.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.


6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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


GRANTOR:

GOVISE, LLC (F/K/A GOVISE INC.)

By:   
Name: Joseph Walsh  
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC  
as Administrative Agent

By:   
Name: Joseph Lee  
Title: Vice President

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
GOVISE, LLC (f/k/a Govise, Inc.)	GOVISE	97226678	7140677	January 19, 2022	August 15, 2023
GOVISE, LLC (f/k/a Govise, Inc.)	AMPLIFY YOUR CAPABILITY	97221963	7140668	January 16, 2022	August 15, 2023

**TRADEMARK APPLICATIONS**

None.