

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personal Technology Solutions LLC		09/28/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3703316	CARTWHEEL	
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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 074658-22054)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-22054		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/29/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated September 28, 2023, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of PNC Bank, National Association (“*PNC*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Redwood Services Group, a Delaware limited liability company (“*Redwood*”), Cypress Services Group, LLC, a Delaware limited liability company (“*Cypress*”), Evergreen Employee Management Co., a Delaware corporation (“*EEM*” and, together with Redwood and Cypress, collectively, the “*Borrowers*” and each, a “*Borrower*”), Evergreen Services Group, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and PNC, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of June 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Security Agreement, dated as of June 15, 2022, made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), and that certain Intellectual Property Security Agreement, dated as of June 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”)

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”):

- (i) The Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application prior to the U.S. Patent and Trademark Office’s acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or resulting in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law);

(ii) all reissues, extensions, and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, breach or other impairment with respect to any of the foregoing, with the right, but not the obligation, to settle, sue for and collect, or otherwise recover, such damages and injunctive relief;

(iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and

(v) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of Secured all Obligations of the Grantor.

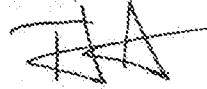
SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

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

PERSONAL TECHNOLOGY SOLUTIONS LLC,
a New York limited liability company



By: _____

Name: Tucker Stein

Title: Chief Financial Officer

SCHEDULE A

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Personal Technology Solutions LLC	USPTO	CARTWHEEL	Registration No. 3703316	Registration Date: 10/27/2009