

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIBRARY SYSTEMS & SERVICES, L.L.C.		10/04/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Churchill Agency Services, LLC		
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: 5			
Property Type	Number	Word Mark	
Registration Number:	6072512	LIBRARYIQ	
Registration Number:	5865497	LIBRARYIQ	
Registration Number:	5121183	LS&S	
Registration Number:	6928123	&	
Registration Number:	6904878	LIBRARY SYSTEMS & SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9708		
Email:	ypan@proskauer.com		
Correspondent Name:	Gregory R. Dewire		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	37226.016		
NAME OF SUBMITTER:	Gregory R. Dewire		
SIGNATURE:	/Gregory R. Dewire/		
DATE SIGNED:	10/04/2023		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of October 4, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Churchill Agency Services, LLC (“*Churchill*”), 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, Cedar Services Group, a Delaware limited liability company (“*Cedar*”), Pine Services Group, LLC, a Delaware limited liability company (“*Pine*” and, together with Cedar and Pine, collectively, the “*Borrowers*” and each, a “*Borrower*”), Evergreen Services Group II, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), Churchill, as administrative agent for the Lenders and Collateral Agent, and Teachers Insurance and Annuity Association, as a Swing Lender entered into that certain Senior Secured Credit Agreement, dated as of October 4, 2023 (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, each Grantor has executed and delivered that certain Security Agreement, dated as of October 4, 2023, 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*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each 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 such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “*Trademark 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);

(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; and

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

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

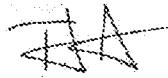
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Trademark 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, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LIBRARY SYSTEMS & SERVICES, L.L.C.



By: _____

Name: Tucker Stein



Title: Chief Financial Officer

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: Justin Zimmer
Name: Justin Zimmer
Title: Principal

Schedule A

Grantor	Mark	Registration Number	Registration or Filing Date	Jurisdiction
Library Systems & Services, L.L.C.	LIBRARYIQ	6,072,512	June 9, 2020	USPTO
	LIBRARYIQ	5,865,497	September 24, 2019	USPTO
	LS&S	5,121,183	January 10, 2017	USPTO
Library Systems & Services, L.L.C.	 (& and Design)	6,928,123	December 20, 2022	USPTO
Library Systems & Services, L.L.C.	 (LIBRARY SYSTEMS & SERVICES and Design)	6,904,878	November 22, 2022	USPTO

Trademark Security Agreement