

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORDIA RECRUITING AND STAFFING, LLC		11/06/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as the Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5744030	CORDIA RESOURCES	
Registration Number:	5744028	CORDIA RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0057		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/06/2023		
Total Attachments: 6			
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**SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS**

SECURITY AGREEMENT SUPPLEMENT NO. 2 (this “Supplement”), dated as of November 6, 2023, to that certain Security Agreement, dated as of June 30, 2022 (as supplemented by that certain Security Agreement Supplement No. 1, dated as of August 2, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) and Audax Private Debt LLC (“Audax”), as the administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and as the collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”) for the Secured Parties.

A. Reference is made to that certain Credit Agreement, dated as of June 30, 2022 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 11, 2023, and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cherry Bekaert Advisory LLC, a Delaware limited liability company (the “Borrower”), Cherry Bekaert Guarantor LLC, a Delaware limited liability company (“Holdings”), Audax, as the Administrative Agent and the Collateral Agent, each L/C Issuer and Swing Line Lender 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 its Borrower and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein, as applicable.

C. In connection with the 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 its 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 Persons (each, a “New Grantor”) is executing this Supplement in accordance with the requirements of the 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 its Restricted Subsidiaries.

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

SECTION 1. In accordance with Section 6.14 of the Security Agreement, each 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 each 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 each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Supplement. Any signature to this Supplement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor, and the Collateral Agent has executed a counterpart hereof.

SECTION 4. Each 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 each New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and pending Trademarks in the United States Patent and Trademark Office and (iii) registered Copyrights in the United States Copyright Office (in each case, excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of each New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Each New Grantor hereby grants to the 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:

- (b) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule I hereto;
- (d) all Proceeds and products of the foregoing; and
- (e) 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.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each New 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 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. Each 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 CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 10. If any provision of this Supplement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Supplement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties 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 Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 13. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Supplement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

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

MCM ADVISORS LLC,
as a New Grantor

By: *Anne Marie Lewis*
Name: Anne Marie Lewis
Title: Chief Financial Officer

PROSOURCING PARTNERS LLC
as a New Grantor

By: *Anne Marie Lewis*
Name: Anne Marie Lewis
Title: Chief Financial Officer

CORDIA RECRUITING AND STAFFING, LLC
as a New Grantor

By: *Anne Marie Lewis*
Name: Anne Marie Lewis
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC,
as Collateral Agent



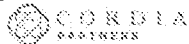
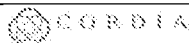
By: _____
Name:
Title:

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: *Bryant Shain*
Name: Bryant Shain
Title: Managing Director

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
MCM Advisors LLC	MCM CPAS & ADVISORS	Reg. No. 5803349
MCM Advisors LLC	 The logo features the letters 'MCM' in a large, bold, stylized font. Below the letters, the words 'CPAs & ADVISORS' are written in a smaller, sans-serif font.	Reg. No. 5921810
MCM Advisors LLC	 The logo features the letters 'MCM' in a large, bold, stylized font.	Reg. No. 4583107
ProSourcing Partners LLC	CORDIA PARTNERS	Reg. No. 6399215
ProSourcing Partners LLC	 The logo consists of a circular emblem on the left containing a stylized globe or network pattern, followed by the text 'CORDIA PARTNERS' in a sans-serif font.	Reg. No. 6399214
ProSourcing Partners LLC	CORDIA	Reg. No. 6399213
ProSourcing Partners LLC	 The logo consists of a circular emblem on the left containing a stylized globe or network pattern, followed by the text 'CORDIA' in a sans-serif font.	Reg. No. 6399212
Cordia Recruiting & Staffing, LLC	U.S. Trademark Registration for CORDIA RESOURCES (Standard)	Reg. No. 5744030
Cordia Recruiting & Staffing, LLC	U.S. Trademark Registration for CORDIA RESOURCES (Stylized)	Reg. No. 5744028