

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851946

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EXPEDITED TRAVEL, LLC | | 11/08/2023 | Limited Liability Company: FLORIDA |
| GOVWORKS HOLDINGS, LLC | | 11/08/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent | | |
| Street Address: | 311 South Wacker Drive, Suite 6400 | | |
| Internal Address: | Attention: Expedited Travel Portfolio Manager | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77535646 | RUSHMYPASSPORT.COM | |
| Serial Number: | 88496429 | RUSH MY PASSPORT | |
| Serial Number: | 88496552 | RUSHMYPASSPORT | |
| Serial Number: | 87466143 | GOVWORKS | |
| Serial Number: | 87872967 | GOVWORKS | |
| 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: | 3127018637 | | |
| Email: | ipdocket@mayerbrown.com | | |
| Correspondent Name: | William R. Siegel, Mayer Brown LLP | | |
| Address Line 1: | 71 S. Wacker Drive | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 23747292 | | |

CH \$140.00 77535646

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|---|--------------------|
| NAME OF SUBMITTER: | William R. Siegel |
| SIGNATURE: | /william r siegel/ |
| DATE SIGNED: | 11/08/2023 |
| Total Attachments: 5 source=Monroe Expedited Travel - Trademark Security Agreement [Executed]#page1.tif source=Monroe Expedited Travel - Trademark Security Agreement [Executed]#page2.tif source=Monroe Expedited Travel - Trademark Security Agreement [Executed]#page3.tif source=Monroe Expedited Travel - Trademark Security Agreement [Executed]#page4.tif source=Monroe Expedited Travel - Trademark Security Agreement [Executed]#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of November 8, 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, each 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, each 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, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, 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:

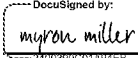
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each 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.

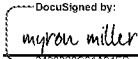
[Signature pages follow]

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

EXPEDITED TRAVEL, LLC
a Florida Limited Liability Company,
as a Grantor

By: 
Name: Myron Miller
Title: Chief Executive Officer

GOVWORKS HOLDINGS, LLC
a Delaware Limited Liability Company,
as a Grantor

By: 
Name: Myron Miller
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: Brad Sullivan

Name: Brad Sullivan

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008252 FRAME: 0515

SCHEDULE 1

TRADEMARK COLLATERAL

| Trademark | Serial No. Filing Date | Reg. No. Reg. Date | Jurisdiction | Owner |
|--------------------|-----------------------------------|-----------------------------------|---------------------|---|
| RUSHMYPASSPORT.COM | 77535646/ July 31, 2008 | 3626012/ May 26, 2009 | USA | Expedited Travel, LLC |
| RUSH MY PASSPORT | 88496429/ July 1, 2019 | 6093932/ July 7, 2020 | USA | Expedited Travel, LLC |
| RUSHMYPASSPORT | 88496552/ July 1, 2019 | 5960619/ January 14, 2020 | USA | Expedited Travel, LLC |
| GOVWORKS | 87466143/ May 26, 2017 | 5571573/ September 25, 2018 | USA | govWorks Holdings, LLC ¹ |
| GOVWORKS | 87872967/ April 11, 2018 | 5611749/ November 20, 2018 | USA | govWorks Holdings, LLC ² |

¹ The registered owner of this trademark is govWorks, LLC; the ownership was transferred to govWorks Holdings, LLC pursuant to that certain Asset Purchase Agreement, dated February 22, 2019, by and among govWorks, LLC, as seller, govWorks Holdings, LLC, as buyer and the other persons party thereto.

² The registered owner of this trademark is govWorks, LLC; the ownership was transferred to govWorks Holdings, LLC pursuant to that certain Asset Purchase Agreement, dated February 22, 2019, by and among govWorks, LLC, as seller, govWorks Holdings, LLC, as buyer and the other persons party thereto.