

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARISK PARTNERS, INC.		12/01/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Administrative Agent		
Street Address:	227 West Monroe Street		
Internal Address:	Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90067880		
Serial Number:	88933878	PATHWAYS 2 RECOVERY	
Serial Number:	88933987		
Serial Number:	88013674	CARISK	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	12/01/2023		
Total Attachments: 5			

CH \$115.00 90067880

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 1, 2023 (this “**Trademark Security Agreement**”), by CARISK PARTNERS, INC. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of APOGEM CAPITAL LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (g) all other rights, titles, priorities, interests and privileges (including all IP Ancillary Rights) accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement 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, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

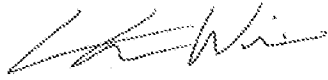
CARISK PARTNERS, INC.,
as a Grantor

DocuSigned by:
By: Kevin Mahoney
Name: Kevin Mahoney
Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008275 FRAME: 0139

APOGEM CAPITAL LLC,
as the Administrative Agent

By: 

Name: Christopher Williams
Title: Director

Schedule I
Trademark Registrations and Use Applications

Registrations:

Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
Design Only	90067880	7/22/20	6228167	12/22/20	Registered	Carisk Partners, Inc.
PATHWAYS 2 RECOVERY	88933878	5/26/20	6226748	12/22/20	Registered	Carisk Partners, Inc.
Design Only	88933987	5/26/20	6232146	12/29/20	Registered	Carisk Partners, Inc.
CARISK	88013674	6/25/18	6034440	4/14/20	Registered	Carisk Partners, Inc.

Applications:

None.